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Current Topics.

Sir R. B. Finlay.

IT is an open secret that the lordship of appeal vacated by the
retirement of Lord LINDLEY was offered to, and declined by, Sir
R. B. FINLAY.

The New Legal Appointments.

IT APPEARS that we must possess our souls in peace until next
week before hearing authoritatively who are to be the new Lord
Chancellor and law officers. The selection of the latter affords an
interesting field for speculation, but there seems to be no
advantage in entering upon it.

The New County Court Judge.

MR. EDWARD BRAY, barrister-at-law, has been appointed
Judge of the Birmingham County Court (Circuit No. 21) in place
of Judge WHITEHORNE, deceased. Mr. BRAY was called to the
bar in 1875, and has practised on the South-Eastern Circuit.

Lord Halsbury.

WE HAVE probably said farewell to Lord HALSBURY in his
capacity as Chancellor, though everyone will hope that his con-
summate ability will continue to be available in the highest courts
of appeal. Most lawyers will regard his retirement with somewhat
mixed feelings. We do not think it is unjust to say that
throughout his Chancellorship he has been a clog on reforms, how-
ever beneficial, well considered, or cautious they might be—witness
his latest performances with regard to the Long Vacation and
the School of Law. On two matters of importance only has
he deviated from his maxim of standing on the old ways and
rigidly respecting vested interests—namely, the Land
Transfer Act and the spread of officialism generally—but as to
these matters he has displayed all the zeal of a new convert and
a somewhat advanced Socialist, and has been led out of the
ancient paths into somewhat muddy ways. What is to be said,
for instance, of the circumstances attending the inclusion of the
City of London in the area of compulsion under the Land
Transfer Act, 1897? On the other hand, no one can deny that
Lord HALSBURY has shown himself one of the most brilliant
judges of our day, and that as a judge-maker he has,
in recent years, at all events, striven to select the best

men available, whatever might be their political views. We owe to him a Chancery bench which for general efficiency and ability, has seldom been surpassed. But over and above all this, his geniality, kindness, and fair-mindedness have rendered him personally popular, even with those most strongly opposed to his schemes. One cannot but recall that, in one of the debates in the House of Lords on the Land Transfer Bill, while the late Lord HERSCHELL took occasion to comment somewhat bitterly on the articles which appeared in the SOLICITORS' JOURNAL, and the statement that a large proportion of country solicitors would ultimately be ruined by the system proposed to be introduced, adding the somewhat silly remark that if they were to be ruined it would be "by the money which was going into their pockets remaining in the pockets of the landowners," Lord HALSBURY did not concur in Lord HERSCHELL's remarks, and said that he "had never joined, and never would join, in the idle cry against solicitors for the charges they made. They did their work with great care and success." And so, while protesting in the strongest manner against the officialism which the late Chancellor has inflicted on the country, we believe that the profession will follow him into his retirement with no little personal esteem.

The Judicial Resignations.

THE RESIGNATION of the Ministry has been accompanied by the usual crop of judicial resignations. These are a safe weather-glass of the backwardness of this country in the effective separation of the executive, the judiciary, and the Legislature. A retiring Ministry, however natural its desire to make soft places for its own friends, ought not to lay hands upon the bench for that purpose. Nor, if we may respectfully say so, ought judges to be accommodating in this respect. It is just at such times that appointments are apt to be made which have not, to say the least, a single eye upon the efficiency of the bench. It would be a welcome self-denying ordinance if the judges would adopt a professional rule of etiquette that no judge should resign within a measurable distance before or after either the resignation of a Ministry or the dissolution of a Parliament. It is true that both Lord LINDLEY and Mr. Justice WILLS have well earned their right to retirement; but it would have been more dignified if that retirement had taken place either six months ago or six months hence, and it is not probable that in either case the new appointments now announced would have been made. Such dealings are particularly objectionable when they affect the final Court of Appeal in the House of Lords. We do not remember any appointment of a law lord hitherto made under such circumstances, and the precedent is deplorable. We do not say that the new appointments are bad, though no one, we think, will maintain that they are the best possible. Be that as it may, the personnel of the judicial bench ought not to be at the haphazard of the chances and changes of a suddenly developed political scramble.

Lord Lindley.

IN Lord LINDLEY the country loses a most sound and learned lawyer, with a widely varied career, in every branch of which he has won distinction and respect. Early the author of a valuable treatise on partnership and companies, which has ever since remained the leading text-book, he acquired a large practice in that lucrative line, among others; and, taking silk early, became one of the leading counsel in the courts of Vice-Chancellors WICKENS and HALL. Here he made so great a reputation that Lord CAIRNS selected him as the equity judge to be added to the Court of Common Pleas in preparation for the fusion of law and equity introduced by the Judicature Acts. There were other such appointments, all unpopular with the Common Law Bar, and the Circuit Messes of those days were full of stories and jokes at the expense of equity judges floundering in the unfamiliar work of assize practice. But no such story or joke was perpetrated at the expense of LINDLEY, J.; his all-round knowledge was too sound, his patience and courtesy too marked, his intelligence too great, and his character too firm, and he soon became recognized as one of the best common law judges. So much was this the case that when he was deservedly promoted to the Court of Appeal, a younger generation of Chancery lawyers altogether resented the idea that he was a good representative of the equity side of that

court. This misapprehension was very soon dispelled; and on his further advancement to the Mastership of the Rolls, he was universally recognized as the proper occupant of the presidency of the Court of Appeal. There he not only justified his selection for the judicial work, but also found time to throw himself heartily into his collateral duties as Keeper of the Public Records, for which he had prepared himself by his long devotion to the work of the Selden Society, and which his predecessor had rather neglected. His final promotion to the House of Lords as Lord of Appeal came when he was already advanced in years, but his judgments in that capacity, both in the House of Lords and the Privy Council, have been marked by very ripe learning and wisdom. Outside his professional life, he was also chairman of the Council of Legal Education, president of the Selden Society, a member of the British Academy, and a Fellow of the Royal Society; and he still remains chairman of the quarter sessions for the county of Norfolk—a rare honour for an equity lawyer. Notwithstanding so successful a career, Lord LINDLEY has none of the clear and clean-shaven appearance of the typical lawyer; his rubicund complexion, grizzled whiskers, and cheery face betoken rather the vigorous country farmer than the accomplished judge. He goes into retirement with the good wishes of all members of both branches of the profession, who will only regret his "retiring" disposition. This is the second occasion on which he has retired to accommodate others: once from the Mastership of the Rolls for the benefit of Lord ALVERSTONE; and now from the Lordship of Appeal to make room for Mr. ATKINSON!

Sir Alfred Wills.

IF Lord LINDLEY was a rugged gem, Mr. Justice WILLS was the most polished corner-stone of the Temple. By the consent of all, he was the most perfect gentleman left on the bench. With knowledge and industry hardly less than that of his still more successful brother, and adding to them the accomplishments of a brilliant scholar and athlete, it was not so much for these that he attracted attention as for his combination of good looks, good manners, and good sense. In a time when judges are apt to pride themselves on roughness and asperity and jests as aids to the despatch of business, Mr. Justice WILLS never varied from the older and better standard of dignity and courtesy to all the lieges, whether counsel or solicitors, parties, witnesses, or prisoners in the dock. The despatch of business was rather accelerated than hindered in consequence: and no one left his court with a smouldering sense of injustice in matter or in manner. He was the senior puisne judge of the High Court, the only one who was appointed before Lord HALSBURY's first Chancellorship. He never received promotion—although he would have made an excellent appellate judge. Notwithstanding his seventy years, he leaves the bench in the enjoyment of all his faculties, and looking as if he were thoroughly fit for further excursions in the higher Alps. He also had varied interests—was a member of the Council of Legal Education, a vice-president of the Selden Society, president of the Alpine Club, and the author and editor of books, both of law and travel. Everyone will rejoice that upon his retirement he has been honoured with the rank of Privy Councillor, which is rare in the case of a puisne judge; but it is, perhaps, a higher honour that every one will subscribe to the words in which we would write his judicial epitaph—*O si sic omnes!*

Mr. Justice Sutton.

OF Mr. ATKINSON we can only say that in England he is a dark horse, but a lucky one. Mr. Justice SUTTON, who takes the place of Sir ALFRED WILLS, is a painstaking and courteous lawyer, who owes his appointment to the etiquette of a quasi-prescriptive rule that the Junior Counsel of the Treasury is ultimately entitled to a seat on the bench. That is a rule which should probably be abrogated; but Mr. Justice SUTTON is not responsible for it. He will probably make a safe judge.

Sexagenarian Judges.

THE FACT that the new judge of the High Court was called to the bar in the early part of 1870 may remind us that a fair proportion of the existing judges of the King's Bench Division

had at the date of their appointment either nearly approached or attained their sixtieth year. The late Mr. DICKENS had his joke at the slowness with which success was achieved in the legal profession, talking of "a promising junior of two or three and forty," but so far as we can see, judges in the earlier part of the last century found their way to the bench at an earlier age than they do now. Mr. Justice WILLES, Mr. Baron BRAMWELL, Mr. Baron WILDE, Mr. Justice BLACKBURN, and Mr. Justice HANNEN obtained their promotion before they were fifty years of age. We have no wish to discuss the general question, at what age ought a man to be appointed to the bench; we would merely observe that if the present system of supplying vacancies in the Court of Appeal from the judges of the High Court—a system which has much to recommend it—is to go on, there is much inconvenience in removing a judge to the Court of Appeal when he is well advanced in life. The work of the Court of Appeal is laborious and monotonous. Complaints are often made of the arrears in the court, but it may confidently be affirmed that some of the cases are despatched with greater speed than is convenient or satisfactory to the judges. A judge whose best years have gone by is apt to find the labour of the court depressing and rapidly to lose the keen interest in his duties which is necessary for efficiency.

The Sittings of the Privy Council.

IN A biographical sketch of the late Sir RICHARD COUCH, who, after having been Chief Justice of the High Court of Calcutta, was for many years a member of the Judicial Committee under 3 & 4 Will. 4, c. 41, commonly called Brougham's Act, the *Times* observes that it is extraordinary that so little interest should be taken in, and the imagination of men so little stirred by, the proceedings of the Judicial Committee—the most august tribunal which the world has ever seen. Some explanation of this lack of interest may, we think, be furnished by a reference to some of the reports of the appeals which during the sittings of the court appear in the columns of the *Times*. A large proportion of these appeals are from the courts in India, and relate to disputes between members of Hindu families with regard to the inheritance or succession to property. The facts are intricate, the names of the parties concerned hard to pronounce or to remember, and the law and customs are wholly unfamiliar to English, or even to European, lawyers. We have often wondered why these reports continue to appear, for even a retired Anglo-Indian judge or practitioner must find in them little to interest him, and an English lawyer would always think that he could spend his time much better if he turned to another part of the newspaper. While, therefore, we may admit that many of the officials of the Crown do not meet with an adequate recognition on the part of the public of their valuable services, we cannot be surprised, taking men as we find them, that they should divert their attention from what appears to be dull and insipid to something more nearly connected with the daily concerns of their existence.

Payment of Debt before Bankruptcy of Debtor to Trustee under Deed of Assignment.

THE CASE of *Davis v. Petrie* (1905, 2 K. B. 528) is one of more than ordinary interest, and most persons will agree with the observation of KENNEDY, J., that no decision has ever been pronounced on the point involved in it. The action was by the trustee in bankruptcy of one WATSON in respect of work done for the defendant by the debtor. The defendant pleaded that she had paid the amount by cheque down in favour of one AFFORD, the trustee under a deed of assignment executed by the debtor, whereby he assigned all his property to AFFORD for sale, conversion and collection, the proceeds to be distributed among the creditors of the debtor in accordance with the law of bankruptcy. It appeared that, within three months of the execution of the deed, a bankruptcy petition was presented against the debtor, treating the execution of the deed of assignment as an act of bankruptcy, and he was adjudged bankrupt. By section 43 of the Bankruptcy Act, 1883, corresponding to a similar provision in previous Bankruptcy Acts, a bankruptcy is to be deemed to have relation back to, and to commence at the time of, the act of bankruptcy being committed on which the bankruptcy

is founded. The defendant had paid the cheque to AFFORD in consequence of a letter stating that he had been appointed trustee under the deed of assignment, and asking for payment of the amount. The case was, therefore, *prima facie* within the words of the section, but the county court judge before whom the matter was discussed in the first instance was so impressed by the hardship in making the defendant pay the debt over again as to be brought to the conclusion that the nullity of the deed of assignment was impliedly qualified so as to except from its operation acts rightly done under it. It is scarcely necessary to say that the Divisional Court held that there was nothing to warrant this inference; and with regard to the argument that if the trustee under the deed had brought an action for the debt against the defendant she would have had no answer to it, the Chief Justice observed that this could not be the law, for the deed itself was an act of bankruptcy, and so the trustee had no complete title. It would be convenient if a form of defence to an action by the trustee under a deed of assignment in similar circumstances were inserted in some collection of precedents.

Surrender of Lease Granted by Mortgagor.

BY SECTION 18 of the Conveyancing Act, 1881, the Legislature has conferred upon a mortgagor in possession a power of leasing which was denied to him before. But it was left for the courts to work out the relations which would arise between the mortgagee, the mortgagor, and the tenant, and a further step in this direction has been taken by WARRINGTON, J., in his interesting decision in *Robbins v. Whyte* (*Times*, 1st inst.). There the question was whether the mortgagor could accept a surrender of a lease which he had granted under the statute. It might be supposed that the intention of the Legislature was to leave the management of the property entirely in the hands of the mortgagee, so long as he was allowed to be in possession. If he could create a term in the property, it would be natural that he should be at liberty to concur with the lessee in putting an end to it. But section 18 does not invest him with general powers of management; it simply confers upon him a power of granting leases for specified periods, and the effect of the grant of a lease has to be determined according to recognized rules. Now, in *Municipal Building Society v. Smith* (37 W. R. 42, 22 Q. B. D. 70) it was held that, since the effect of granting the lease under the statutory power is to create a valid term as against the mortgagee, the estate of the latter is necessarily converted into a reversion expectant upon the term. "In my opinion," said FRY, L.J., "the effect of that section is that [the mortgagor], while he was mortgagor in possession, had the power, as against [the mortgagee], of making such a lease as is therein described and authorized. That is to say, he had power to create a term of years out of the estate of the mortgagee, and to convert their estate into a reversion expectant on a term." Before the lease they are entitled to the land in possession; after it they are reversioners. The effect of a surrender, then, has to be decided with regard to this new state of things. The statute says nothing as to the power of the mortgagor to accept a surrender, and in accordance with the usual rule, a surrender can only be effectually made to the legal reversioner. This is not the mortgagor, but the mortgagee. The statute enables the mortgagor to change the nature of the mortgagee's estate in the manner indicated, but there is no further change in the legal incidents of this estate. It was held by WARRINGTON, J., therefore, in *Robbins v. Whyte* (*supra*) that a surrender could only be effectually made to the mortgagee, and since that had not been done, the lessee was liable to the mortgagee, on taking possession, for the rent reserved by the lease.

The Fatal Accidents Acts—Deduction of Insurance Money.

AN ACTION recently tried at the Liverpool Assizes appears to have terminated in rather an unexpected manner. It was brought by a widow, as the representative of her husband, under the Fatal Accidents Act, on the ground that his death had been caused by the negligence of the defendants, a railway company. It appeared that the deceased had upon him at the time of the accident a diary insurance coupon, in respect of which the plaintiff had received £1,000. The jury having

assessed the compensation at £2,100, the money received from the insurance company was deducted from this sum, reducing it to £1,100. But as it further appeared that the defendants had paid £1,250 into court, the learned judge who presided at the trial (BRAY, J.) gave judgment for them with costs. This decision may not appear wholly satisfactory to those who have in their minds the rule that damages cannot be reduced by an amount which the plaintiff may have received from third parties acting independently of the defendants, though it is given to the plaintiff on account of the injury, whether as a free gift or in performance of a contract. But, according to the construction which the courts have placed upon the Fatal Accidents Act, there is a difference between an action brought by the sufferer himself and one brought on behalf of his family. In the latter case, the damages are a compensation to the family of the deceased equivalent to the pecuniary benefit which they might have reasonably expected from a continuance of his life; consequently, whatever comes into the possession of the family by reason of the death, whether by inheritance, insurance, or otherwise, must be taken into account. The decision of the learned judge at the trial appears to be strictly in accordance with the ruling of Lord CAMPBELL in *Hicks v. Newport, &c., Railway* (4 B. & S. 403; note to *Pym v. Great Northern Railway*). The Lord Chief Justice, in a similar case, directed the jury that, in considering the amount of the pecuniary loss which the family had sustained, it would be well, in the first place, to consider what would be the sum if there had been no insurance. Then, if it appeared that some company had insured the deceased against accident by railway, it was quite clear that the amount received under that policy ought to be deducted from the aggregate amount of the damages. In *Hicks v. Newport Railway* the deceased appears to have had not only a policy against accidents by railway, but a policy on her life, and Lord CAMPBELL drew a distinction between this policy and the policy against accidents. In the case of the life policy, the pecuniary benefit received by the family from the death of the deceased consisted only in the accelerated receipt of a sum of money, the consideration for which had been already paid by him out of his earnings, and this benefit might be represented by the interest of the money during the period of acceleration, and might be compensated by deducting future premiums from the estimated future earnings of the deceased. The ruling of Lord CAMPBELL is approved by the Privy Council in *Grand Trunk Railway v. Jennings* (13 App. Cas. 800).

Inquiry for Deeds Named in a Contract of Sale.

THE DECISION OF WARRINGTON, J., in *Re Childs and Hodgson's Contract* (ante, p. 59) seems to shew that a different standard is applied as regards the respective duties of vendors and purchasers where it is a question of the purchaser having notice of the contents of a lease, and where it is a question of notice of other instruments. In each case the ultimate rule is that laid down by the Court of Appeal in *Bailey v. Barnes* (42 W. R. 66; 1894, 1 Ch. 25). The purchaser must make such inquiries as are usually made by prudent men of business under similar circumstances, and he is affected with constructive notice of all that he would have found out if he had made such inquiries. In general, when a deed is brought to his notice in the contract, it is his duty to inquire into it, but it is different in the case of a lease. A person buying leasehold property knows that there must be an instrument of lease, but he is entitled to assume that it contains only usual covenants. If this is not so, it is the duty of the vendor to disclose the fact that the covenants are unusual, or at any rate to give to the purchaser a fair opportunity of discovering the terms of the lease, and if he fails in this, he cannot charge the purchaser with constructive notice for not inspecting the lease before signing the contract: *Re White and Smith's Contract* (44 W. R. 424; 1896, 1 Ch. 637); *Molyneux v. Hawtrey* (52 W. R. 23; 1903, 2 K. B. 487). But when a contract refers to a deed other than a lease, and stipulates that the property is sold subject to covenants and restrictions contained in it, the rule is different. In *Re Childs and Hodgson's Contract* (supra) the contract referred in this way to a deed of 1899. The deed of 1899 shewed that the land had been conveyed subject to a deed of 1898. The latter deed disclosed the existence of an underground watercourse.

The purchaser, however, signed the contract without calling for the deed of 1899, and of course he did not see the deed of 1898. WARRINGTON, J., held that, according to the test quoted above from *Bailey v. Barnes*, the purchaser had failed in his duty. It would have been prudent in the ordinary course of business to inquire into the deed of 1899, and, when that disclosed the earlier deed, it would have been prudent to inquire into this also. Hence the purchaser was not allowed to set up the existence of the watercourse as a defect of title.

"Excess of Expenditure Over Income."

IN A fair proportion of the bankruptcy cases which are noticed by the daily papers the debtor attributes his insolvency, amongst other causes, to "excess of expenditure over income." These words require some little explanation. If the debtor has nothing but his income, this is all that he can spend, and the "excess of expenditure" must really mean that he buys on credit and gets into debt for the amount of the excess. He may be said, therefore, to have contracted debts without any reasonable or probable ground of being able to pay them, and there can be little doubt that in many cases debts are so contracted with the utmost indifference. Men are to be found everywhere who consider that they cannot reduce their expenditure below a fixed sum, and with full notice that their income has become permanently diminished, obtain supplies upon credit so long as it is in their power to do so. Their conduct appears to us to be morally the same as obtaining goods upon false pretences, and we are rather surprised to find that the Bankruptcy Courts have held that, in order to subject a bankrupt to the statutory penalties as having contracted debts without reasonable expectation of being able to pay the same, it must be shewn that there are particular subsisting debts which, at the time when they were contracted, he could not reasonably have expected to be able to pay, and it is not enough to shew that he contracted in the aggregate a greater amount of debts than he could reasonably expect to pay. This decision really allows a debtor to systematically live beyond his income by paying his debts in the reverse order of date and leaving the earlier debts unpaid.

Employment of Lawyers in Mercantile Offices.

IT IS said to be the practice of many of the large American business firms to arrange that there shall be a lawyer on their premises—acting either as partner or as a salaried clerk—in order that they may, without loss of time, consult him before entering into contracts of more than usual importance or upon any matter which is involved in doubt or difficulty. This practice is, we believe, not unknown in this country. The late Baron GRANT was said, during the most successful period of his career, to have employed a young solicitor to act as his secretary or clerk and to advise him at different stages of his negotiations and correspondence. We have even heard of solicitors, practising in the City, complaining of the delay and loss of time in obtaining the opinion of counsel, and asking why counsel cannot remove to chambers in the City. The telephone may to some extent remove this difficulty, though an opinion by telephone would lack something of the care and deliberation bestowed on opinions written in a quiet room.

Mr. John Atkinson, the Irish Attorney-General, who has been appointed to a Lordship of Appeal in Ordinary, has, says the *Westminster Gazette*, filled the post of Attorney-General for Ireland for a longer period than any other occupant of that office since 1834, when it became the practice for an Irish Attorney-General to accept a puisne judgeship. Mr. Atkinson has had the refusal of no fewer than six puisne judgeships, and his present promotion is said to be due to his having refrained to press his claims in 1897 for a vacancy in the Irish Court of Appeal.

No fewer than nine ex-judges can, says the *Westminster Gazette*, now be counted—a number unprecedentedly large. They are Lord Field, Sir Edward Fry, Lord Brampton, Sir Ford North, Sir Arthur Charles, Sir John Day, Sir Gainsford Bruce, Lord Lindley, and Sir Alfred Wills. All except Sir Arthur Charles served the fifteen years that entitle a judge to a retiring allowance. Lord Lindley might have retired fifteen years ago on a pension of £3,500 a year. All these years, therefore, he has practically been giving his services to the country in some of the most important judicial posts—those of Lord Justice, Master of the Rolls, and Law Lord—for little more than the salary of a county court judge. Apart from the loss of his great attainments as a judge, the country would have been £52,500 the poorer if he had retired fifteen years ago.

A Question as to Assurances under the Land Transfer Acts, 1875 and 1897.

The Problem Stated.—The question whether a registered transfer or mortgage ought to be accompanied by an unregistered assurance constantly occurs. It is a question of great importance, and, so far as we are aware, it has not been discussed in the text-books. The published collections of precedents generally assume that in proper cases an unregistered assurance will be used as well as a registered assurance, but they do not state what the proper cases are.

Preliminary Remarks.—There is an inaccuracy, and even an ambiguity, in the use of the phrases "registered transfer," "registered charge," or "registered assurance." A transfer or charge is not registered, but the person named in the transfer or charge is registered as proprietor of the land or charge. It may also be remarked that as a transfer is made by deed, it operates as an unregistered assurance under the 49th section of the Act of 1875 until the proprietor is registered. It has been suggested by the Registrar, in his useful treatise on the Land Transfer Acts, that to avoid ambiguity a transfer or charge when perfected by registration should be called a statutory transfer or charge, or a statutory assurance, and it appears that this suggestion ought to be generally adopted.

Recitals.—Recitals are not necessary parts of a deed, but it often happens that a deed is not intelligible without them; in other cases they are useful because (1) a recital in a deed twenty years old at the date of a contract for the sale of land is, unless the contrary be proved, sufficient evidence of the truth of the matters stated in the recital (Vendor and Purchaser Act, 1874, s. 2); and (2) on account of the estoppel created by the recital, which prevents a party to a deed from denying the truth of the recital in any action founded on the deed. The reader may object that, as a transferee for value under a statutory assurance obtains the fee simple free from all equities, he requires no evidence of facts prior to the date of the transfer, and that he will not find it necessary to rely on the doctrine of estoppel. It need hardly be said that this reasoning will not apply to the case of a statutory assurance of land registered with a possessory title, where it may be proper to get some person other than the registered proprietor to concur in an unregistered assurance for the purpose of getting in or releasing an estate existing or capable of arising at first registration. We shall, however, proceed to shew that in some instances, even where the land is registered with absolute title, recitals, if not absolutely necessary, are very convenient. Suppose that A. is seized in fee simple of unregistered land, and that he is really a trustee, without power of sale, for B. in fee simple. If A. conveys the land for value to C., who has not notice of the trust, C. takes the land free from the trust; but suppose that C. has notice of the trust, then the question whether he takes the land free from the trust or not depends upon whether B. acquiesces in the sale or not. If B. acquiesces, strictly speaking, all that is necessary for C.'s safety is for him to preserve evidence of the facts; but the proper course—the course which is always adopted in practice—is to make B. a party to the conveyance, which will contain recitals shewing that A. is a trustee for B., that B. concurs in the sale, and B. will be made to convey by way of confirmation. If B. does not acquiesce, he will be able to have the deed set aside on the ground of the fraud of A. in selling land which does not belong to him, and of C. in purchasing land without the consent of the owner. If A. is registered as proprietor of the land with absolute title, and conveys for value to C., who knows that the conveyance is fraudulent, B. will be able to have the transfer set aside and to have the register rectified. If, however, the transfer is made with B.'s acquiescence, it will be necessary for C. to preserve evidence that this is the case. The proper recitals, it is assumed, cannot be inserted in the transfer, and, therefore, it will be proper to accompany the statutory transfer with an unregistered assurance in which the true state of the facts is recited. It may also be pointed out that the mere fact that B. joins as a consenting party will not in all cases be sufficient; it may be

necessary for the purchaser's safety to have, and to preserve, evidence that B. was advised by an independent solicitor and had separate advice as to the value of the interest conveyed by him. In practice the most convenient method, in both of these cases, of preserving the evidence is to insert appropriate recitals in the conveyance.

The result at which we arrive is that in all cases where it is necessary or convenient to retain evidence of the circumstances of the parties at the time of making the transfer, the proper plan is to accompany the transfer by an unregistered assurance containing the appropriate recitals.

Easements and Restrictive Conditions.—The fact that A. is registered, even with absolute title, as proprietor of land, does not confer on him the right to grant an easement over it or to subject it to restrictive conditions, for it must be remembered that, even if he is registered with absolute title, he may be merely a trustee, or he may have conveyed his legal estate away by an assurance other than a statutory assurance; in the former case he cannot, in the absence of an express power, and in the latter case he, in many cases, cannot grant an easement over, or impose restrictive conditions upon, the land. If, therefore, he wishes to do either of these things he must prove his title to the land or to the exercise of the power, and the purchaser of the easement, or the person entitled to the benefit of the restrictive conditions, must preserve evidence of that title, and, for the reason above stated, the most convenient method of doing so is by inserting recitals in a non-statutory deed.

We are aware that the Registrar will allow a registered proprietor, on the transfer of part of his land, to insert the grant of an easement over the land retained in the statutory transfer. But it cannot be too strongly insisted on that this grant has not statutory efficacy, and that it can only operate as a grant by a non-statutory assurance—i.e., by the transfer—not by the statutory assurance effected by the registration of the transfer. In cases of this nature, therefore, it is proper to grant the easement, or to effect the restrictive covenants, by an unregistered assurance containing recitals which shew the title of the registered proprietor to grant the easement.

Instruments containing Covenants.—Probably the Registrar would decline to accept a transfer containing a mere personal covenant, such as a covenant to build a house or to maintain a fence. It will be observed that, as the burden of covenants of this nature does not bind the land, there appears to be no object in entering them on the register. As, however, the benefit of covenants of this nature can be annexed to land, it may be a question whether the Registrar would not allow such covenants to be inserted in a transfer of the land which is to reap the benefit of them. There is, however, a very serious difficulty arising with respect not only to personal, but also to negative or restrictive, covenants. The covenantee may require production of the instrument containing the covenant. If it is deposited in the registry, the question whether he can obtain production, except under an order of court, is one on which, in the absence of judicial decision, it is impossible to give a decided opinion. The rules as to inspection of entries on the register and instruments filed or deposited in the register are stated in the Land Transfer Act, 1875, s. 104, the Land Transfer Act, 1897, s. 22 (7), and the Land Transfer Rules, 284, 285, 286, and 287. The rules are discussed in Brickdale and Sheldon's Land Transfer Acts (2nd ed.), at p. 462, where the learned author, who as Registrar writes with authority, states that leave to inspect the register has been refused to a person claiming the right to enforce a restrictive covenant, and that inspection of documents not expressly referred to on the register is only permitted for special reason to the registered proprietor or a person expressly authorized by him in that behalf, and that documents referred to in cancelled entries are deemed not to be referred to in the register.

Now let us consider the common case of the sale of a plot forming part of a building estate, where the purchaser covenants to fence and keep fenced his lot, and to use any house erected on the lot as a private dwelling-house only, and the vendor covenants to make roads and that certain plots shall not be used for the sale of liquor. In practice, if the land were not registered, the conveyance would be executed in duplicate, so that each party would have an instrument which he could

produce if he wished to enforce the covenants. If the land is registered, there is the question already referred to, Can the covenant to fence and keep fenced be inserted in the transfer? Assuming, however, that this can be done, it is difficult to see how the vendor can obtain inspection of the transfer for the purpose of enforcing the covenant. No doubt, the covenant to use the house as a private dwelling-house only can be entered as a restriction on the register. But, again, the question arises, how is the vendor or a person claiming under him to obtain inspection of the register? and if he does obtain inspection, the mere entry on the register appears not to be conclusive evidence in his favour. The registered proprietor for the time being of the land appearing by the register to be affected by restrictive conditions may object that the land is not really bound by them, on the ground that the person who purported to bind the land had no power to do so.

The practical conclusion at which we arrive is that, in every case where the purchaser or vendor of land enters into covenants with the other of them, it is absolutely necessary to have a deed containing the covenants, which is not to be left at the registry, and in most cases the most convenient form of such deed will be a conveyance in the same form as if the land were not registered.

H. W. E.

The Position of Receivers in Debenture-holders' Actions.

THE case of *Re Glasdir Copper Mines (Limited)* (*Times*, 1st inst.) has given occasion for the reconsideration by the Court of Appeal of the right of a receiver and manager appointed in a debenture-holders' action to be paid his expenses in priority to the claims of the debenture-holders. As regards outside creditors—that is, creditors who are not parties to the action and for whose benefit the order in the action is not made—the receiver stands in the position of principal, and he is liable to repay personally debts which he has incurred, unless personal liability has been excluded when the debt was contracted. In this respect a receiver appointed by the court differs from a receiver appointed by the debenture-holders under a power in the debenture trust deed. If the trust deed stipulates that the receiver is to be the agent for the company, then the company is in the position of a known principal, and the receiver cannot be charged with personal liability as an agent: *Owen v. Cronk* (1895, 1 Q. B. 265); *Gosling v. Gaskell* (46 W. R. 208; 1897, A. C. 575). And the result is the same as regards the receiver where this provision is omitted, though in that case his principals are changed, and it is the debenture-holders who are liable: *Re Vimbos (Limited)* (48 W. R. 520; 1900, 1 Ch. 470); *Robinson Printing Co. v. Chic (Limited)* (53 W. R. 681; 1905, 2 Ch. 123). But where the receiver is appointed by the court, he has no principal, since the court cannot undertake liability, and unless he excludes his own liability when he contracts debts, he becomes personally bound to creditors, though he is entitled to indemnity against the company's assets. "When a receiver is appointed by the court to carry on a business, he accepts the appointment on the terms that he will be personally responsible to the creditors of the business, whilst he will be indemnified out of the estate. The court cannot carry on the business itself, nor can it be responsible to the creditors": per RIGBY, L.J., in *Owen v. Cronk* (*supra*); *Burt, Boulton, & Hayward v. Bull* (43 W. R. 180; 1895, 1 Q. B. 276).

The law is settled, therefore, as regards outside creditors, but it frequently happens that, in the course of realizing the assets comprised in the debentures, advances are made by the debenture-holders themselves, or other persons interested in the realization, and then the question arises whether such advances are to be repaid out of the assets in preference to the remuneration and expenses of the receiver. In *Strapp v. Bull* (43 W. R. 641; 1895, 2 Ch. 1) receivers and managers were appointed in a debenture-holders' action, and orders were made empowering them to raise £5,000 as a charge on the assets of the company in priority to the debentures. Subsequently a winding-up petition was presented, and a consent order was made under which the petition was postponed and the £5,000 was to be a first charge

on all the assets in priority to all the debentures. It was provided that second debentures should be issued to the unsecured creditors, and that the unsecured creditors should advance two-thirds of the £5,000, and that the plaintiff, who held most of the first debentures, should advance the remainder. The receivers completed certain pending building contracts and incurred liabilities in respect of which they were personally sued, and they applied in the debenture-holders' action for a declaration that they were entitled to a charge on the assets for the sum due to them as receivers and managers, and for an indemnity in respect of liabilities incurred by them, in priority to the sum of £5,000 and to the first and second debentures. VAUGHAN WILLIAMS, J., refused to make this order upon the ground that the persons who advanced the £5,000 were, in respect of such advance, in the position of strangers. But his decision was reversed by the Court of Appeal. The second debenture-holders were, as Lord HALSBURY pointed out, only brought into the condition of being debenture-holders at all by the arrangement for the advance of £5,000, and it was hopeless to contend that they could be regarded as one time as bankers advancing money, in which case they would be entitled to be repaid without reference to what the result of carrying on the business might be, and at another as second debenture-holders who must be postponed to the prior charges. "It was," he said, "necessarily implied in that arrangement that those who, for the benefit of all concerned, and not merely of themselves, were entering into this arrangement, and were carrying it on to its completion, so that there should be an ultimate resulting fund capable of being divided, should themselves be indemnified for the things they were doing—namely, carrying on the contracts." And LINDLEY, L.J., after observing that the receivers and managers were such on behalf of everybody interested in the success of the company, said: "If we once get to that, and if we once get the persons who advanced the sum of £5,000 out of the category of strangers having rights prior to the debenture-holders and prior to the receivers and managers, it is obvious that the receivers and managers must be entitled to their indemnity and to their costs, charges, and expenses, which they are *prima facie* entitled to."

In *Strapp v. Bull* (*supra*) the receivers entered into no written contract with the persons who advanced the £5,000, and the rights of the parties had to be determined solely upon the terms of the orders under which the money was advanced. But in the present case of *Re Glasdir Copper Mines* (*supra*) the receiver entered into contracts with the lenders, and it was contended that these excluded his right of priority. The action was brought by the English Electro Metallurgical Co. (Limited) on behalf of themselves and the other debenture-holders of the Glasdir Copper Mines (Limited), and by an order of February, 1901, NICHOLSON was appointed receiver and manager. Various orders were made authorizing him to borrow money upon a first charge of the property, and these moneys were advanced by the plaintiffs themselves. Formal charges by deed were executed to them by the receiver upon the occasion of the advances, and they were expressed to be first charges upon the property comprised in the debentures, but it was in each of them declared that the receiver should not be personally liable to repay the advances out of his own moneys. The assets were realized, and ultimately there were not sufficient moneys in the receiver's hands, after paying expenses of management, to satisfy the moneys advanced under the orders. The question consequently arose whether the receiver was entitled to pay himself his expenses in priority to these advances, and JOYCE, J., held, upon the authority of *Strapp v. Bull* (*supra*), that he was.

Apparently the ground upon which it was sought to distinguish the case from *Strapp v. Bull* was that, since the contracts with the receiver expressly gave the plaintiffs a first charge on the assets, the receiver was not entitled to put his expenses in front of such charge; that the first charge—as the argument was expressed in the Court of Appeal by VAUGHAN WILLIAMS, L.J.—entitled the plaintiffs as lenders to be paid first out of the sum realized by the sale of the property charged, subject only to the payment of the costs of realization. The learned Lord Justice admitted that while, as between the receiver and the debenture-holders, there was a strong presumption that every contract properly entered into by a receiver appointed

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by the court was entered into on the basis that the receiver was entitled to be indemnified out of the assets before the debenture-holders took anything, yet this presumption was liable to be rebutted; and it would be rebutted if the contract between the receiver and the debenture-holder who advanced money for the purpose of the management and preservation of the estate contained an express or implied term that the receiver would postpone his right of indemnity to the right of the lender. VAUGHAN WILLIAMS, L.J., held, however, that the form of the successive charges taken by the plaintiff, each of which enumerated the prior charges, had not the effect of impliedly postponing the receiver's right to indemnity.

The same view was taken by STIRLING and COZENS-HARDY, L.J.J. STIRLING, L.J., said that *Strapp v. Bull* was an authority for the proposition that, where advances are made to a receiver and manager by a party to a debenture-holders' action under an order of court which directs that the sums advanced shall be a first charge on the assets in priority to the debenture-holders, the receiver and manager is nevertheless entitled to take his costs and expenses properly incurred out of the assets in priority to the sums advanced, if it appears that the true bargain was that the assets should be realized by the receiver and manager for the benefit of all concerned; and similarly in the present case the proper course was to ascertain whether the orders and the charges in the plaintiffs' favour were or were not made and given on the basis that the assets should be realized by the receiver for the benefit of all concerned. He held that they were so made, and consequently that the receiver was entitled to indemnity out of the assets in priority to the debenture-holders for whose benefit he was acting. COZENS-HARDY, L.J., observed that it might well be held that, when the court has taken the administration of an undertaking into its own hands by the appointment of a manager, and a person advances money on a charge on the undertaking without the personal liability of the receiver, such person could not deprive the officer of the court of his proper demand for work done and services rendered in the course of the carrying on and winding up of the business. And though, having regard to *Strapp v. Bull*, he was not at liberty to say that there was no difference between the position of a stranger and of the plaintiffs, yet the court would not lightly assume that the receiver's claim to indemnity had been defeated. Such claim might be waived or postponed by express language, but in the present case the charges given by the receiver were merely intended to give effect to the orders of the court, and these did not negative the receiver's *prima facie* right. STIRLING, L.J., suggested that in future such orders should expressly state whether the charge was to be subject to or free from the receiver's claim, but we take it the receiver would not be a party to raising money at all unless his remuneration and expenses were to remain a first charge.

Reviews.

Conveyancing.

CONCISE PRECEDENTS IN CONVEYANCING, WITH PRACTICAL NOTES, AND WITH OBSERVATIONS ON SOME ACTS RELATING TO REAL AND PERSONAL PROPERTY, AND ON COMPULSORY REGISTRATION. By M. G. DAVIDSON and S. WADSWORTH, Barristers-at-Law. EIGHTEENTH EDITION. Sweet & Maxwell (Limited).

Not the least important parts of this book are the preliminary observations on various conveyancing statutes, including the Real Property Act, 1845, and the copious notes on conveyancing matters which are appended to the precedents. The text also of the Conveyancing and Settled Land Acts, and some other statutes, and references to the leading authorities, are given in the Appendix, and all this matter has in general been brought up to date, so that, apart from the precedents, the work forms a useful guide in conveyancing matters. The precedents, as the title of the work indicates, study conciseness, and the present edition includes forms suitable for use in connection with registered land. Thus there are precedents of deeds to accompany registered transfers by way of mortgage and registered charges. In some respects the book would bear further alteration. At p. 17 there are to be found references to the cases decided on section 23 of the Bankruptcy Act, 1869 (disclaimer of leases), as though that section were still operative, and most of the precedents run on continuously without any attempt at paraphrasing. This is the case even

with the precedent of a mining lease, though a note is there added that a paraphrased form is "sometimes convenient." The lease of a cottage from year to year imposes on the tenant the obligation to pay "all rates, taxes, and outgoings," an obligation which, as recent cases shew, is most unfair in the case of short tenancies. But in general, as we have said, the work has been well revised, and the great variety of forms included in a small compass makes it a convenient help to the draftsman.

Books of the Week.

A Practical Guide to the Death Duties and to the Preparation of Death Duty Accounts. By CHARLES BEATTY, Solicitor, of the Estate Duty Office, Somerset House. Effingham Wilson.

Correspondence.

The Danger of Registered Possessory Titles.

[To the Editor of the Solicitors' Journal.]

Sir,—I have read, with much interest, the very recent case of *Marshall v. Robertson*, reported in your current number, and your admirable article upon it.

I have long thought that a possessory title was a delusion and a snare; but the case in question brings home to one that, under the Land Transfer Acts, it is possible for a man to become the ostensible owner of property to which he has not in reality a vestige of title. The criminal has only to forge a conveyance to property, carry it in to the Registry, and the polite officials there will arm him with a document, genuine enough, but of really less worth than waste paper, upon which he can borrow money from an unsuspecting layman.

The other day I saw a certificate of title to freehold ground-rents registered with a possessory title. Not a word or hint or suggestion was contained in it that the property was burdened by long leases. What is there to prevent the owner from borrowing upon the footing that he is entitled to the rack-rents? True, the purchase-money is disclosed, but a rogue would explain that by saying it was a purely family matter, or by urging some equally specious excuse.

The one crumb of comfort is the fact that a layman has learnt, by losing his money, what a curse the system can be; and we shall soon have a sufficient body of judicial condemnation to form a counterblast which we can send round to our clients. A full report of *Marshall v. Robertson* should be supplied to every London solicitor, with a request to forward it to his clients.

H. H. STOCKDALE ROSS.

Worthing, Dec. 2, 1905.

The Assault on Mr. Addison.

[To the Editor of the Solicitors' Journal.]

Sir,—I have no doubt many of your readers will be glad to know that for the assault upon me near Vitznau, on the shore of Lake Lucerne, on the 7th of October last, Ernst Walter was on Saturday last sentenced by the Criminal Court of Lucerne to twelve years' penal servitude. I have practically completely recovered from the effects of the attack.

J. ADDISON.

2, Bond-court, Walbrook, London, E.C., Dec. 5.

Mr. N. de M. Bentwich, of Trinity College, Cambridge, has been awarded the first Whewell Scholarship for International Law.

Mr. Justice Wills, who has just retired, held, says the *Evening Standard*, strong opinions on the subject of affidavits. He was once trying a case in which a man had been cross-examined upon an affidavit. Summing up the evidence to the jury, the judge said: "Gentlemen, of all the weapons in the whole armoury of iniquity, there is nothing to equal an affidavit for concealing the truth."

Lord Adam has resigned his appointment as Senator of the College of Justice in Scotland, and Mr. C. K. MacKenzie, K.C., Sheriff of the counties of Fife and Kinross, has been appointed a Senator of the College of Justice in Scotland, in his room; and Mr. R. T. Younger, K.C., has been appointed Sheriff of the Counties of Fife and Kinross, in the room of Mr. C. K. MacKenzie, K.C.

On the 30th ult., says the *Times*, the Lord Justice Clerk fainted while presiding over the Second Division of the Court of Session in Edinburgh. His lordship was rising to apologize to his brother judges for having to leave his place through indisposition, when he suddenly fell backwards. Dr. Livingstone, respondent in a Welsh divorce suit, who was under examination in Lord Salvesen's court, was summoned from the witness-box to the judge's assistance, together with a nurse who was also a witness in the case. The Lord Justice Clerk recovered in a few minutes, but did not return to the bench, and he was afterwards attended by Professor Sir Henry Littlejohn, who had been sent for. In the afternoon the Lord Justice Clerk had sufficiently recovered to proceed home, and no further bad effects are anticipated.

Cases of the Week.

High Court—Chancery Division.

Re GOSSELIN. GOSSELIN v. GOSSELIN. Farwell, J. 21st Nov.

WILL—DIRECTION TO RE-SETTLE HEREDITAMENTS OF WHICH BENEFICIARY WAS TENANT IN TAIL—MONEYS DERIVED FROM LAND HELD TO BE HEREDITAMENTS.

Adjourned summons. By his will dated the 20th of April, 1899, Sir Martin Gosselin devised his real estate to his trustees upon trust to hold the same until his eldest son should attain twenty-five, and gave such son, on attaining twenty-five, a life estate with remainders to his children in tail, and the testator directed that his residuary personal estate should be invested in land and settled upon the same trusts as he had directed concerning his real estate. The testator also, in exercise of the provisions of his father's will, appointed the residue of his father's personal estate to such son of his as should first attain twenty-one. Further there was a proviso in the will that the estate for life limited and the appointment made as aforesaid should be conditional upon such son "within twelve months after I shall die or he shall attain the age of twenty-one years" resettling the appointed residue of the personal estate of the testator's father and also conditional upon his enlarging "the estate in tail to which he is entitled under the will of my late father in all the hereditaments devised by that will or then subject to the limitations thereof," and resettling upon the trusts of the testator's will. In default of the son obeying the conditions imposed, all interest in the testator's estate was to pass to other persons. The testator died in February last leaving a son, Mr. Alwyn Gosselin, in his twenty-third year. The value of the testator's real estate and residuary personality was sworn at £17,000 and was subject to an annuity of £500 to the testator's widow for life by virtue of a deed of covenant of 1880. The real estate subject to the limitations of the will of the testator's father, Mr. M. H. Gosselin was, as to part of it represented by securities of the value of £37,000 arising from the sale of lands and held under the provisions of the testator's father's will upon trust for reinvestment in land. The main question raised by this summons was whether, in order to obtain the life interest limited to him by the will of the testator, his father, Mr. Alwyn Gosselin, the eldest son of the testator and the plaintiff in this summons, was bound to resettle the securities representing proceeds of sale of real estate of his grandfather or whether it was only necessary to resettle the actual lands of which he was tenant in tail under that will. For the defendants, the trustees of the will of Sir Martin Gosselin and the beneficiaries other than the plaintiff thereunder, it was argued that the moneys representing proceeds of sale must be settled. Not having been changed from their notional condition of land held upon the trusts of the settlement into personal estate, these moneys were still "hereditaments devised" by the will of the grandfather, Mr. H. Gosselin. In *Basset v. St. Leon* (43 W. R. 165) it had been decided that the words "all other estates or hereditaments subject to the trusts" included proceeds of real estate held upon the trusts of a settlement, in spite of a *quære* as to whether it was possible in a will to construe the word "hereditaments" as a word of art. Further, in *Re The Duke of Cleveland's Settled Estates* (1893, 3 Ch. 244) it was laid down that settled money held upon trust to invest in land passed under a devise of land. On behalf of the plaintiff, Mr. Alwyn Gosselin, it was contended that he was not bound to settle the unexpended capital moneys resulting from the sale of real estate held upon the trusts of his grandfather's will in order to comply with the conditions of his father's bequest; subject to disavailing, the plaintiff was absolutely entitled to these moneys, and that, therefore, they did not come within the meaning of "hereditaments devised by that will or then subject to the limitations thereof." This was a case which came within the decision in *Chandler v. Peacock* (28 W. R. 806, 15 Ch. D. 491), where moneys, held upon trust to invest in real estate subject to the consent of a tenant for life and over which she had a power of appointment by will, were held to pass under a gift of residuary personality in the will of the tenant for life.

FARWELL, J., in giving judgment, said that in his opinion the moneys held upon trust for investment in land under the will of the grandfather of the plaintiff must, upon the construction of the will of Sir Martin Gosselin, be settled by the plaintiff in order to comply with the terms of that will. The right thing to do was to take the date of the testator's death and see how the property then stood. The word used in the will to shew what must be settled was "hereditaments," that is, something to be inherited. Money held upon trust for investment in land is capable of being inherited and is therefore a hereditament. The learned judge said that he derived great assistance from the case of *The Duke of Cleveland's Settled Estates* (*supra*) where Lindley, L.J., had said that money which a testator had not got into his own hands and which he had no right to have in his own hands, and which was held upon trust for investment in land was to be treated as real estate. In this case the plaintiff was a tenant in tail who had not disavailing, and until he did so the money was not in his hands. As for the case of *Basset v. St. Leon* (43 W. R. 165), the judge there did not put the meaning on hereditaments that he himself did, but so far as one will guides another this decision came within that case.—COUNSEL, T. T. Metho'd; W. A. Russell; Drabant. SOLICITORS, Meynell & Pemberton.

[Reported by C. H. CARDEN NODD, Esq., Barrister-at-Law.]

HERVEY v. WYNN. Swinfen Eady, J. 23rd and 24th Nov.

MORTGAGE DENT—ACKNOWLEDGMENT—STATUTORY DECLARATION—REAL PROPERTY LIMITATION ACT, 1874 (37 & 38 VICT. C. 57).

In this action the executor of the will of the late Alfred Peek sought to

enforce against the defendant a mortgage dated the 7th of July, 1875, for securing £4,000 and interest, and also two deeds of further charge, one of them being dated the 25th of March, 1879, and the other the 24th of August, 1880, respectively for securing sums of £300 and £700. The parties to the deeds were in each case the defendant of the one part and the testator of the other part. The only defence raised was the Statute of Limitations, and the question before the court was, to what extent, if at all, the remedies of the plaintiff were barred under that statute. No interest had ever been paid upon the mortgage although receipts for interest had been given from the year 1875 to the year 1879, and the mortgagor, who was a son-in-law of the mortgagee, considered that it was never intended that interest should be paid. With the exception of a deed of grant of an easement dated the 26th of May, 1882, to which the mortgagor and mortgagee were parties, and in which they were so described, no acknowledgment of the debt had ever been made, unless a statutory declaration made by the defendant in 1899 could be considered as amounting to an acknowledgment. This statutory declaration had been laid before the Master in Lunacy on the hearing of a summons in lunacy issued by the daughters of the mortgagee, who had become of unsound mind. It did not appear from the order made by the master that the statutory declaration had been read at the hearing of the summons, but evidence was given by the solicitor who was present at that hearing to the effect that it had in fact been read. The declaration was dated the 28th of December, 1899, and in it the defendant declared as follows: "(3) On the occasion of the first loan of £4,000 the said Alfred Peek stated that he would not charge me with any interest, although the mortgage deed would be drawn out in the usual way, this being, he said, for his protection. The two subsequent loans of £300 and £700 respectively were made with a similar understanding. (4) At first the said Alfred Peek was in the habit of sending to me each half year a receipted account for the interest due. The last of such receipted accounts bears date the 7th of July, 1879. (5) I have never paid any interest to the said Alfred Peek in respect of any of the said loans, nor has he in any way asked me to do so." For the plaintiff it was argued that the statutory declaration precluded the defence based upon the Statute of Limitations, and that it was a clear acknowledgment given to persons representing the mortgagee. For the defendant it was argued that no acknowledgment could revive the rights of the mortgagee under the mortgage after the statutory period had once run; and, further, that in any case the statutory declaration did not constitute an acknowledgment.

SWINFEN EADY, J. (after first stating the facts): In this case two questions arise—firstly, is the statutory declaration of 1899 an acknowledgment within section 8 of the Real Property Limitation Act, 1874? Secondly, if so, was it given "to the person entitled thereto or his agent" within the same section? In my opinion the statutory declaration was not sufficient to take the debt out of the statute, nor do I think it was intended to have that effect. Moreover, the declaration appears to have been given to the daughters of the mortgagee and not to him or his agent. But even if it was an acknowledgment, there is the further point that it was given at a date when the debt had wholly disappeared, and it is clear, from *Sutton v. Sutton* (31 W. R. 369; 22 Ch. D. 511) and subsequent cases, that section 8 of the Act of 1874 applies not only to the remedy against the land, but also to the personal remedy upon the covenant, and, therefore, that where the title to the land is gone, the personal remedy upon the covenant is gone too. Then a separate question arises in connection with the two further charges. It has been said that the covenant was to pay on the receipt of notice as mentioned in the mortgage deed of 1875. The only notice there mentioned is notice of the intention of the mortgagee to exercise the power of sale after default had been made in payment of the mortgage money. The first deed of further charge recited the mortgage of the 7th of July, 1875, and that the date fixed for redemption had long since passed, so that at the time of taking this charge the mortgagee was entitled to give his notice. The deed of further charge contained a covenant by the mortgagor that he would, upon receipt of notice as mentioned in the mortgage of the 7th of July, 1875, pay to the mortgagee the £300 then advanced, with interest, and also a declaration that "the power of sale and other powers and provisions contained in the said hereinbefore recited indenture of mortgage for enforcing and securing payment of the principal moneys and interest thereby secured, shall as well extend and be applicable to and be a security for the said further sum of £300 and the interest thereon as fully and effectually in all respects as if the said last-mentioned sum and interest had been originally secured by the said indenture of mortgage or the said powers or provisions had been here repeated." The deed also contained a charge on the land itself. The result of that was that immediately upon the execution of that deed the mortgagee could have given notice of his intention to exercise the power of sale or could have taken proceedings to foreclose. When the deeds of further charge were executed, there existed, within the meaning of the statute, a "present right to receive" the mortgage moneys, and the mortgagee could have foreclosed or given notice of his intention to exercise his power of sale. As more than twelve years have elapsed the charge is gone. The covenant to pay on notice is merely ancillary; when once the title to the land is gone the right to recover the mortgage money is also gone. The remedy to recover it is barred just as much as is the remedy against the land. The action therefore fails and must be dismissed with costs.—COUNSEL, Eves, K.C., and W. H. Cochran; Micklins K.C., and A. de W. Mulhgan. SOLICITORS, Sharpe, Parker, Pritchards, Barkham, & Lawford, for Laces, Bird, Wilson, & Todd, Liverpool; Smiles & Co.

[Reported by F. HARDINGS DALSTON, Esq., Barrister-at-Law.]

MERCANTILE REFUSAL 1894 (57 & 58)

This was the plaintiff's steamship him in respect up as a defence naval court ing facts are tiff shipped Arthur *vid* Japan, and vessel loaded 18th of Janu The vessel w got away from a port on the At Hong K Co. of Japan world except ports. The head during charterers. the charterer contraband from Moji arrival at Y the steamer railway m Gazette of of railways the arrival to continue contraband made that wives and f under discu any work, refused to c men a nava Shipping A the master, guilty of co judgment t traland viti an ordinary incurred b plaintiff and their wages railway ma Lord A The main having reg Act, 1894, tended on seamen, th on behalf not bindin run under the offence under sect which the The Court of a Brit the parties made und having su (b). But not confin given by s section 48 i in excess o orders du subsequent provision judgment and but f decisions dismissed K.C., and

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High Court—King's Bench Division.

HUTTON v. RAS STEAMSHIP CO. Lord Alverstone, C.J. 4th Dec.

MERCHANTILE LAW—NAVAL COURT—JURISDICTION—CONTRABAND OF WAR—REFUSAL TO WORK—DISMISSAL FROM SHIP—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. c. 60), ss. 480 to 485, 225.

This was an action, tried before the Lord Chief Justice, in which the plaintiff, formerly employed as a donkey-man on board the steamship *Ras Bera*, sued to recover wages alleged to be due to him in respect to his employment on that steamer. The defendants set up as a defence that the plaintiff was dismissed his ship by the order of a naval court sitting under the Merchant Shipping Act, 1894. The following facts are taken from the written judgment of his lordship: The plaintiff shipped at Barry under articles for a voyage for three years from Port Arthur *ad Barry* and (or) any ports within certain limits, which included Japan, and back to a final port of discharge in the United Kingdom. The vessel loaded a cargo of coals at Barry and arrived at Port Arthur on the 18th of January, 1904, during the siege, and the coals were there discharged. The vessel was at Port Arthur during a portion of the bombardment. She got away from Port Arthur on the 11th of February, went in ballast to Moji, a port on the west coast of Japan, from whence she proceeded to Hong Kong. At Hong Kong *The Ras Bera* was chartered by the Royal Mail Steamship Co. of Japan, on a voyage to carry cargo and passengers to all parts of the world except British North America and Magellan, including Japanese ports. The charter provided that the steamer should fly at the mainmast head during her stay in port any private signal or home flag of the charterers. It was also provided by clause 28 of the charter-party that the charterers should not employ the steamer in the carrying of troops and contraband of war. Under the charter she was to proceed to Moji and from Moji to Yokohama. The manifests for the two voyages before her arrival at Yokohama were put in, and it was alleged by the plaintiff that the steamer carried on these two voyages, among other things, rails and other railway material. By Russian proclamation published in the London Gazette of the 1st and 22nd of March, materials for the construction of railways were declared by Russia to be contraband of war. Upon the arrival at Yokohama, the plaintiff and others of the crew objected to continuing the voyage on the ground that the vessel was carrying contraband of war, and declined to work until some arrangement was made that in the event of capture they would be indemnified and their wives and families compensated and cared for. While the question was under discussion the plaintiff and the others who objected declined to do any work, but, except in respect of such refusal it was not alleged that the refused to discharge their duty. Upon this question being raised by the men a naval court was held under sections 480 to 485 of the Merchant Shipping Act, 1894, which court, after hearing the evidence of the plaintiff, the master, and other witnesses, decided that the plaintiff and others were guilty of continual neglect of duty without good and sufficient cause. The judgment further stated that the sailors' plea that the carrying of contraband violated the agreement was without force, the voyage remaining an ordinary commercial venture, any risk or responsibility that might be incurred being borne by the ship. The court further discharged the plaintiff and the other seamen from the steamship *Ras Bera* and forfeited their wages. Upon the evidence the learned judge would have held that railway materials were being shipped.

Lord ALVERSTONE, C.J., in the course of a written judgment, said: The main question in the case is not what was on board, but whether, having regard to the provisions of section 483 of the Merchant Shipping Act, 1894, the plaintiff is entitled to maintain this action. It was contended on behalf of the defendants that they had not dismissed the seamen, that their discharge was the act of the court. It was contended on behalf of the plaintiff that the order of the naval court was bad and not binding upon the plaintiff, and that, therefore, his wages continued to run under the Merchant Shipping Act. It was made without jurisdiction, the offence in respect of which the men were charged being an offence under section 225 [i.e., general offences against discipline in respect of which the section provides that a seaman may be summarily punished]. The Court was a British court, sitting by virtue of the authority of a British statute and administering British law. It summons the parties before it, and has jurisdiction to investigate any charges made under the sections of the Act which can be entertained by courts having summary jurisdiction; this is clearly provided by section 483 (1) (b). But the powers of the court so far as punishment is concerned are not confined to section 225 or earlier sections of the Act; express power is given by section 483 (1) (c) to discharge seamen from the ship, and by section 483 (1) (d) the court has power to forfeit wages. These powers are in excess of those given by section 225. Section 483 (2) provides that all orders duly made by a court under the powers of that section shall in subsequent legal proceedings be conclusive of the rights of the parties. This provision was required in order to give orders of the court the effect of judgments *inter partes*. The court was a new court created by statute, and but for this section some question might have arisen as to whether its decisions were final and conclusive as a court of record. The action must be dismissed with costs.—COUNSEL, *Robson, K.C., Wyse, and Morgan; Batten, K.C., and Bailheche*. SOLICITORS, *John T. Lewis; Holman, Birdwood, & Co.* [Reported by MAURICE N. DRUCKER, Esq., Barrister-at-Law.]

NORTON AND OTHERS v. YATES. Warrington, J. 23rd and 27th Nov.

COMPANY—DEBENTURES—FLOATING SECURITY—APPOINTMENT OF RECEIVER AND MANAGER—JUDGMENT CREDITOR—GARNISHEE ORDER—PRIORITY OF RIGHT TO GARNISHED DEBT AS BETWEEN JUDGMENT CREDITOR AND RECEIVER.

This was the trial of an interpleader issue to determine whether the receiver and manager appointed by the court in a debenture-holders'

action against a company was entitled to certain sums of money paid into court by various debtors of the company, as against a judgment creditor of the company who had obtained garnishee orders against the debtors of the company. In some instances garnishee orders *nisi* had been served upon the debtors of the company prior to, and in other instances subsequently to, the appointment of the receiver, but at the hearing the question was argued with regard to the former only, as being more favourable to the judgment creditor. The material facts were as follows:—On the 17th of January, 1905, the defendant Yates (referred to as "the judgment creditor") obtained judgment against Messrs. Walter Jones & Sons, Limited (referred to as "the company") for the sum of £520, and on the same day garnishee orders *nisi* were served upon Messrs. Henry Tate & Sons, Limited, who owed the company the sum of £434, and also upon certain other debtors of the company. On the 19th of January, 1905 (two days after service of the garnishee orders *nisi*) an order was obtained in a debenture-holders' action against the company for the appointment of the plaintiff Thomas Norton as receiver and manager for the debenture-holders, the fact that garnishee orders had been obtained by the judgment creditor being one of the grounds upon which the application for the receiver was made. Upon the same day notice was given by the plaintiff Norton to the judgment creditor of his (Norton's) appointment as receiver. On the 20th of January the garnishee order *nisi* against Messrs. Tate & Sons was made absolute, and on the 9th of February the sum owing to the company was paid by them into court pursuant to an order to that effect made in consequence of the alleged claim by the plaintiff Norton. On the 1st of March an order was made directing that an issue should be tried as to whether the receiver for the debenture-holders was entitled to the money so paid into court as against the judgment creditor. By the conditions upon which the debentures were issued it was provided, *inter alia*, that the principal moneys should immediately become payable if the company should "assign, charge . . . or otherwise deal with its book debts out of the ordinary course of business"; or if any of the property subject to the security should "be taken in execution or otherwise by operation of law be taken out of the control of the company." The debenture also contained a proviso that the company should be "at liberty in the course of its business, and for the purpose of carrying on the same, to use, employ, sell, lease, exchange, or otherwise deal" with its property until the happening of certain (including the above) events.

WARRINGTON, J., after stating the facts as above, delivered judgment as follows: One of the questions which arises in this case is as to what is the effect of a garnishee order. It is easier to say what its effect is not than what it is, and that question arose in *Re Combined Weighing and Advertising Machine Co.* (38 W. R. 67; 43 Ch. D. 99), where the Court of Appeal held that the garnishee did not become a creditor of the garnishee, and that there was no transfer of the debt either absolute or by way of assignment. [His lordship referred to the judgments of Bowen and Fry, L.J.J.] The dictum of James, L.J., in *Ex parte Joselyne* (26 W. R. 645; 8 Ch. D. 327) to the effect that the property in the debt passes absolutely to the garnishee was not necessary to the judgment in that case and need not be taken literally, as was pointed out by Lord Alverstone, C.J., in *Grisse v. Taylor* (1905 2 K. B., at p. 663). That being so, the debt remains the property of the judgment debtor, and the right of the garnishee is subject to all the rights and equities which attached to it in the hands of the judgment debtor. This point has often been decided, and I need only refer here to *Baileys v. Consolidated Bank* (35 W. R. 136; 38 Ch. D. 238) and *Re London Pressed Hinge Co. (Limited)* (53 W. R. 632; 1905, 1 Ch. 576). Now, as to the nature of a debenture security, it is a floating charge capable of becoming a specific charge upon the happening of certain events prescribed by the terms of the debenture itself, but it is a charge before those events happen. [His lordship referred to *The Government Stock and Other Securities Investment Co. v. The Manila Railway Co.* (45 W. R. 353; 1897, A. C. 81), and the judgment of Romer, L.J., in *Re Yorkshire Woolcombers' Association, Limited* (1903, 2 Ch., at p. 296)], and this is in fact the basis of the orders which are frequently made in the Chancery Division enforcing the security before the happening of the specific events. When, therefore, the receiver was appointed, the receiving order operated upon all the property of the company, and this debt was still the property of the company subject to the garnishee's rights, the rights of the latter being subject to the debenture-holders' rights. *Robson v. Smith* (43 W. R. 632; 1895, 2 Ch. 118) is not really an authority to the contrary, because in the present case the property in the debt was not transferred to the garnishee, whilst in that case the garnishee had actually obtained payment from the garnishee, and the debenture-holders had not appointed a receiver, but had given notice to the debtors of the company to pay their debts to them. The defendant also argued that until a receiver was appointed the company was entitled to deal with its assets in the ordinary course, and that the obtaining of a garnishee order by the judgment creditor was a dealing in the ordinary course of business, or its equivalent. That contention is, I think, rebutted by the judgment of Lord Russell, C.J., in *Davey v. Williamson* (46 W. R. 571; 1898, 2 Q. B. 194). The result is that the receiver is entitled to the money paid into court by Messrs. Tate, and *a fortiori* to the moneys paid into court which fall under the other garnishee orders. There will therefore be judgment for the plaintiffs.—COUNSEL, *Jenkins, K.C., and Leeks; Gore-Browne, K.C., and Disturnal; Manisty, K.C., Edward Morten, and J. G. Wood*. SOLICITORS, *Witty & Co.; Flux, Leadbitter, & Neighbour; Sherlock & King*.

[Reported by E. WATVEL RIDGER, Esq., Barrister-at-Law.]

EXECUTORS OF S. F. EDEN AND JOICEY & CO v. THE NORTH-EASTERN RAILWAY CO. Bigham, J. 28th Nov.

RAILWAY—COMPENSATION FOR LEAVING COAL UNWORKED UNDER RAILWAY—BASIS OF COMPENSATION—RAILWAY CLAUSES CONSOLIDATION ACT, 1845, s. 78.

This was an award in the form of a special case and raised a question

as to the basis of compensation payable by the railway company in respect of coal which the company in pursuance of its statutory power had required the plaintiffs to leave unworked. It appeared from the special case that the railway company in exercise of their powers under the North-Eastern Railway Co. Act, 1887, constructed a railway on certain lands leased by the claimants, the coal company, from S. F. Eden. On the 11th of August, 1872, the coal company gave notice that they intended to work the coal under or within the prescribed distance from three railway bridges in conformity with section 78 of the Railways Clauses Consolidation Act, 1845, and the defendants by a notice required the coal company to leave unworked certain percentages of coal, paying compensation therefor. The unworked coal, hereinafter referred to as the reserved, coal amounted to 6,156 tons. If it had not been reserved it would have been worked and the coal company would have made out of the working of such coal a profit of £730, and the claimant S. F. Eden would have received as rent in respect thereof £155. The reserved coal formed part of a certain seam called the Shield Row Seam. The average annual output of coal produced by the coal company out of the seam remained unaltered to May, 1904, but since that date the output had been substantially diminished. A diminution of output would have occurred even if this reserved coal had not been required by the defendants to be left unworked, but the effect of the leaving unworked the reserve coal had been to accelerate such diminution, and also where it became necessary for the coal company in the ordinary prosecution of their undertaking to work coal it was more expensive to get. It was admitted that the effect of such acceleration had been to subject the coal company to increased expense and loss and for the purposes of the case these were agreed at £100. There was left unworked in the Shield Row Seam a quantity of coal which the company would not have been able to exhaust in the ordinary course of their lease, which would expire on the 1st of January, 1907. The respondents contended that the coal company had only suffered loss to the extent of £100, and that this amount and no more was the compensation which the company were entitled in respect of the reserved coal. The coal company contended that they were entitled to receive the amount of money which they would have made by the working of the reserved coal—to wit, £750. As regards the claimants, the executors of S. F. Eden, it was contended that the measure of compensation was not the rent which S. D. Eden would have received in respect of the reserved coal if it had been worked, but the diminution in the value of his reversion at the date of the 2nd of November, 1892. It was admitted that if the contention of the coal company were correct the executors of S. F. Eden were entitled to £155, and that if the contention of the railway company were correct, the amount due to the executors was £310, and the arbitrator gave alternative awards in accordance with the different bases contended for.

BIGHAM, J.—The question turned here on the meaning to be given to some words in section 78 of the Railway Clauses Consolidation Act, 1845. That section provided that if the company was willing to make compensation for such mines or any part thereof to the owner, lessee, or occupier, then he should not work and get the same. In my opinion I have only to consider the actual value of the coal which the owner has been precluded from working, and as that has been agreed at £750, I give judgment for that sum, and for the claimants, the executors, at £155.—**COUNSEL, Russell, K.C., and W. D. Benson; Cripps, K.C., and Ryde. SOLICITORS, Rawle, Johnstone, & Co., for Cooper & Goodger, Newcastle-upon-Tyne; A. K. Butterworth.**

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

Solicitors' Cases.

Re GRANT, BULCRAIG, & CO. Farwell, J. 24th and 28th Nov.

SOLICITOR—TAXATION—COMMON ORDER—DISCRETION OF TAXING-MASTER—NO POWER TO ALLOW IMPROPER ITEM IN PLACE OF ITEM OMITTED—CLERICAL ERROR—DEPOSIT ON BANKRUPTCY PETITION.

Summons. This was a summons asking to set aside the decision of the taxing-master on three items in a bill of costs taxed by him. The circumstances were as follows: Messrs. Grant, Bulcraig, & Co. acted as the solicitors for a Mr. Croft, and delivered three bills of costs for work done in various matters amounting to £110 3s. 8d., £16 13s. 10d., and £7 14s. 6d., respectively. On the 8th of December, 1904, Mr. Grant obtained a common order under the Solicitors Act, 1843, to tax these three bills amounting in the whole to £134 12s., and the order contained the usual direction that if more than one-sixth was taxed off the amount of the bills, the solicitors were to pay the costs of the taxation, but if less than one-sixth were taxed off then Mr. Croft was to pay the costs of the taxation. The sum taxed off by the taxing-master was £22 4s. 6d., and he certified that he had taxed and settled the bills at £111 7s. 6d., and that this sum, as he had dealt with the bills, entitled the solicitors to the costs of the taxation. This result was arrived at by the taxing-master by overruling three objections taken on behalf of Mr. Croft, any one of which, if allowed, would have entitled Mr. Croft to the costs of taxation. The first item objected to was one for "3s. 4d. for attending and drawing up orders and copies," which was admittedly not chargeable, but was allowed to stand on the ground that the solicitors had omitted to enter an item in the same matter for 4s. 6d. for notice of application and copies to file and service which, if entered, would properly have been allowed on the taxation. The second decision objected to was in regard to an error of £1 in adding up the items of the bill of £7 14s. 6d., which should have totalled £6 14s. 6d. The taxing-master treated this as a clerical error and reduced the amount of the bill to the smaller sum as if before taxation. This, it was contended, he had no power to do, but must tax the bill as delivered. The third objection was as to an item of £5 deposit paid on the presentation of a bankruptcy petition.

This, it was argued, ought to have been entered by the solicitor in his cash account, and not in his bill of costs, and should accordingly be taxed off and carried over to the cash account. The master allowed the item to stand as being a court fee, and, therefore, a payment made by the solicitor in pursuance of his professional duties which ought to be allowed in the bill of costs as a professional expenditure. On the hearing of the summons in court these points were all raised on behalf of the applicant, and it was contended that on each one the decision of the taxing-master needed to be revised by the Court. For the solicitors it was argued that the two latter decisions were correct, and that the master had a discretion to allow the first item challenged in place of the item left out, which would have been properly allowable.

FARWELL, J., in a considered judgment, said that in this case the taxing-master was proceeding under an order containing the usual provision in accordance with the Solicitors Act, 1843, that if one-sixth was taxed off the amount of the bills in question the solicitors were to pay the costs of taxation, and the costs would in the present case depend upon the disallowance of any one of the three items in dispute. An unbroken line of authorities since the passing of the Act established that, for the purpose of taxation under the Act and the costs thereof, the solicitor is bound by the bill that he has delivered. Lord Langdale had said in the case of *Re Carver* (8 Beav. 436) that "if a solicitor has delivered his bill he is bound by it and the taxation must be on that bill; he is not entitled as of course to reduce his demand or to reserve the power of delivering a bill containing other charges." Another general rule recognized and approved by the Court of Appeal in *Re Heather* (18 W. R. 1079, 5 Ch. App. 694), and again in *Re Thompson* (34 W. R. 112, 30 Ch. D. 411) was that expressed by Cotton, L.J., in the latter case at p. 448, where he says that when a solicitor sends in his bill he gives the client to whom he sends it a right to have that bill taxed, and that, even when the solicitor has, with the consent of the client, taken back the bill for reconsideration, the bill to be taxed must be the bill as it was originally sent in, and not the bill as amended. Again, the taxing-master had in this case no power to strike out or add items, the order merely empowering him to tax and settle. To "tax" is to deal *seriatim* with each item by way of allowance or disallowance. To "settle" is finally to ascertain the amount recoverable. The only way in which the solicitors can add or strike out items or increase amounts is by special application to the court, but such alteration would not be allowed to affect the costs of taxation of the original bill, being merely a method of preventing the solicitor from losing charges which he was entitled to make, but had overlooked, and in neither case would he be allowed to diminish the amount of his charge. The reason for this rule is that given by Cotton, L.J., that it was intended to prevent any attempt being made by solicitors to impose on clients ignorant of the proper charges by withdrawing a bill which would not stand taxation, and substituting another when taxation was insisted upon. The solicitor is treated strictly because he is dealing with his client in a matter in which he is an expert and the client is not, but this reasoning does not apply to details which are not the subject of taxation, and the accuracy of which the client is as well able to test as the solicitor, and in such matters the taxing-master might allow the solicitor to correct blunders if in his discretion he thought proper to do so. Thus a mistake in dates was held not to support a motion on the ground that a correct bill had not been delivered under the old law. These principles were applicable to the first two items. As to the first, "3s. 4d. for attending and drawing up order and copies" was admittedly not chargeable, but had been allowed because the solicitors might have charged 4s. 6d. for notice of application and copies to file and service, but had not done so. In other words, the taxing-master had disallowed the item as charged, and had altered the bill by substituting another item. This he could not do, and the summons, therefore, succeeded in respect of the first item. The second item was an error in addition, and the taxing-master had corrected the casting, which he was right in doing. It was not taxation, but arithmetic, and the client was as competent as the solicitor. The order, it was true, mentioned £7 14s. 6d. as the amount of the bill to be taxed, but this was only to identify the bill, and, if necessary, the error was one to be amended under the slip order. The last item was £5 paid under rule 147 of the Bankruptcy Rules, 1886, and though the master did not give that as his ground of decision, there was a dispute as to whether it was the practice to insert such an item in the bill of costs or not. The senior taxing-master, on inquiry, had said that there was no settled practice on the subject in the Chancery Taxing Office, but had referred to rule 112 (1) of the Bankruptcy Rules and the scale of costs thereunder, as set out in Williams on Bankruptcy (6th ed.), p. 563: "Attending Official Receiver with deposit 6s. 8d. The amount of the deposit is to be charged in the petitioning creditor's bill of costs." His lordship, therefore, held that the £5 was rightly inserted in the bill of costs. As a result, the applicant succeeded on one and failed on two of his objections and was awarded one-third of the cost of the application and ordered to pay two-thirds with set-off—i.e., he was to pay to the respondents one-third of the costs of the application.—**COUNSEL, Ashken Cross; Cosens-Hardy. SOLICITORS, Coburn & Co.; Grant, Bulcraig, & Co.**

[Reported by C. H. GARDEN ROAD, Esq., Barrister-at-Law.]

Bankruptcy Case.

Re A DEBTOR. Ex parte THE PETITIONING CREDITORS. Bigham and Walton, J. J. 20th Nov.; 4th Dec.

BANKRUPTCY—PETITION—DEED OF ASSIGNMENT—ACQUISITION—UNDEPRESSURE—SUFFICIENT CAUSE FOR REFUSAL OF RECEIVING ORDER—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 7, sub-section 3.

Appeal from the registrar of the county court of Staffordshire held at

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at Hanley. On the 7th of September, 1905, the debtor executed a deed of assignment for the benefit of his creditors, which contained a clause giving a discretion to the trustee with the assent of the committee of inspection to pay in full any creditor or creditors who might decline to assent to the deed. On the same day the debtor's solicitors sent out a circular to the creditors, summoning them to attend a meeting, stating that the deed had been executed, and asking each creditor to send in the amount of his claim. The petitioning creditors, in reply to the circular, wrote that their claim amounted in all to £694 0s. 3d., but that, as to two items, amounting together to £238, they had special grounds of complaint against the debtor. They had placed their claim in respect of these two items in the hands of their solicitors, with instructions to sue, and insisted on their being paid in full; but as to the remainder of the claim, they might be prepared to enter into an arrangement. They did not attend the meeting, but wrote that they had nothing to add to their first letter. They refused to enter into the deed of arrangement and began bankruptcy proceedings. Later on they heard for the first time of the clause in the deed giving power to the trustee to pay non-assenting creditors in full, and wrote to the trustee suggesting that he should pay them the sum of £238 under the terms of that clause. The trustee refused to do so, whereupon they presented a petition. The registrar held that there was "sufficient cause" within s. 7, sub-section 3, of the Bankruptcy Act, 1883, for refusing to make a receiving order, upon the grounds that the creditors had exercised undue pressure upon the debtor, and had acquiesced in the deed of assignment by supplying goods to the trustee under the deed. The registrar considered that he was bound by the cases of *Re Shaw, Ex parte Gill* (49 W. R. 264) and *Re A Debtor* (53 W. R. 223). The appeal was heard on the 20th of November, when judgment was reserved.

Dec. 4.—WALTON, J., delivered the judgment of the Court allowing the appeal. They held that the registrar was wrong in refusing the receiving order because there was no evidence before him that the creditors had attempted to obtain any advantage behind the back of the other creditors, or that they intended to defraud or deceive the other creditors. It would have been fraudulent of the creditors if they had assented to the deed subject to their obtaining a secret advantage, but, on the contrary, they had assented, as they had a perfect right to do. As to the second point, the mere fact that the creditors had supplied the trustee under the deed with some timber for the purposes of the debtor's business did not constitute acquiescence in the deed. The Court made a receiving order as of the date when it should have been made by the registrar.—COUNSEL, *F. E. Smith; Reed, K.C., and B. C. Brough.* SOLICITORS, *Norris, Allen, & Carter, for Quiggin & Son, Liverpool; Alcock & Co., Burslem.*

[Reported by P. M. FRANKS, Esq., Barrister-at-Law.]

Legal News.

Appointments.

The Right Hon. JOHN ATKINSON, Attorney-General for Ireland, has been appointed a Lord of Appeal in Ordinary, in succession to Lord Lindley, who has resigned.

The Hon. Mr. Justice WILLS is to be sworn of the Privy Council on the occasion of his retirement from the Judicial Bench.

Mr. SIDNEY A. T. ROWLATT, barrister-at-law, has been appointed Junior Counsel to the Treasury, King's Bench Division, in succession to Mr. Justice Sutton.

Mr. WILLIAM FINLAY, barrister-at-law, has been appointed Junior Counsel to the Board of Inland Revenue in place of Mr. Rowlatt.

Mr. HENRY SUTTON, barrister-at-law, who has been appointed a judge of the High Court in the place of Mr. Justice Wills, was called to the bar in 1870 and was a member of the North-Eastern Circuit. He is a bencher of Lincoln's-inn, and has been for some years Junior Counsel to the Treasury.

Mr. HUGH JOHN GODLEY, barrister-at-law, has been appointed one of the Junior Counsel to the Board of Trade in place of Mr. Bonner, recently appointed a Master of the Supreme Court.

Changes in Partnerships.

Dissolutions.

HARRY CAMPBELL BLAKER, ALEXANDER TRAVERS HAWES, and GEORGE MURRAY HILL, solicitors (Baker, Blaker, & Hawes), 117, Cannon-street, London. Dec. 1. So far as regards the said Harry Campbell Blaker; the said Alexander Travers Hawes and George Murray Hill will carry on the business under the same style of Baker, Blaker, & Hawes.

WALTER FRANCIS JACKSON and ARTHUR BERTRAM PLUNMER, solicitors (Gordon Place & Co.), Leicester. Nov. 25. [Gazette, Dec. 5.]

Information Required.

HALL ROBEY PRICE, deceased.—Will anyone who has in his possession or has had in his possession since April last the probate of the Will of Hall Robey Price, Esq., kindly communicate with Messrs. Morgan, Price, & Newburn, 33, Old Broad-street, E.C.

General.

Lord Justice Mathew had a paralytic seizure on Wednesday evening, but on Thursday he was making satisfactory progress.

It is announced that Mr. Justice Bray will be the judge for the first part of the Christmas vacation and that Mr. Justice A. T. Lawrence will take the second half.

The *London Gazette* announces that Mr. J. A. Longley has been appointed Deputy Assistant Paymaster-General for Supreme Court Business, in succession to Mr. T. H. Sharp, retired.

The President of the Law Society (Mr. Chas. Mylne Barker) will preside at the lecture to the Solicitors' Managing Clerks' Association by Mr. John Cutler, K.C., on "Passing Off," in Lincoln's-inn (Old Hall), on Thursday, the 14th inst., at 7 p.m.

The *London Gazette* announces that the King has been pleased to grant to Baron Lindley, late a Lord of Appeal in Ordinary, an annuity of £3,750 during his life. The King has also granted to Mr. Justice Wills an annuity of £3,500 during his life.

Mr. Justice Bucknill, addressing local law students at Nottingham, said, according to the *Evening Standard*, that any student, if he acted straight, kept his eye fixed firmly on the one spot, with God's blessing and good health, and all other things being equal, might find himself where he himself had, by luck and industry, found himself, on the King's Bench.

A correspondent of the *Westminster Gazette* writing on the appointment of Mr. William Finlay as junior counsel to the Board of Inland Revenue, says, "I see from the *Law List* that Mr. William Finlay was called to the bar in 1901. For one so young, he can only be regarded as singularly fortunate. But I notice, too (the entries follow one another in the *Law List*), that he occupies the same chambers as Sir Robert B. Finlay." [We should, in common fairness, say that practitioners particularly well qualified to judge entertain no doubt as to Mr. Finlay's fitness for the post.]

The New York State Senate has, says the *American Law Journal*, passed the Cassidy Bill and thus put itself on record as desiring to abolish the useless and farcical performance of excepting every time a judge overrules or sustains an objection. While in theory "I except" is supposed to give due notice that the attorney does not acquiesce in his honour's ruling and intends to make it the basis of a possible appeal, in reality it serves no useful purpose. Nor is it at all certain that the repeated iteration of the phrase in question does not create an impression in the minds of some jurors that there exists a serious disagreement between court and counsel. Furthermore, in the heat of trial there have been cases where an attorney has neglected through sheer inadvertence to repeat the magic formula and to hold that under such circumstances and where his objection has been fully and fairly stated, he is nevertheless not entitled to have the judge's opinion reviewed, is decidedly unfair. In itself the change does not amount to so very much, but then, after all, life is made up of little things.

A correspondent of the *Times*, writing on the constitution of the Poor Law Commission, to which we referred last week, says: "The criticisms on this commission which you published in your issue of to-day seem to suggest that the defects of its composition are those of omission only—that districts and interests are not sufficiently represented. Will you allow me to suggest that the commission is a disappointment to some of us who had hoped for an authoritative report on the weighty questions referred to it, but not for the reasons given by your correspondents: The number of interests already represented and the diversity of views held by the commissioners are surely fatal to any unanimous report. Can one for one moment suppose, for instance, that Mr. George Lansbury and Dr. C. S. Loch will go hand in hand, that Mr. Russell Wakefield and Mr. Phelps will see eye to eye, or that Miss Octavia Hill and Mrs. Sidney Webb will consent to lie down together? The Poor Law Commission of 1834 consisted of nine members only; they went to work with unprejudiced minds, they were men of affairs and capable of weighing evidence, and the result was the great report which some of us still believe to be the most important contribution ever made to social science in this country. The Royal Commission on the Aged Poor of 1895 was chiefly composed, like the present Commission, of a large number of experts. They went into the Commission with their minds practically made up on one side or the other. The consequence was that only half the members signed the main report, and there was a perfect litter of memoranda and minority reports, fifteen in all, expressing, of course, divergent views. There can be little doubt that the result of the labours of the present Poor Law Commission will be equally unsatisfactory to the nation. Many, perhaps all, of the Commissioners could give most valuable information as witnesses to a tribunal composed of impartial minds, trained to weigh evidence and to give judgment.

At the sitting of the Judicial Committee of the Privy Council on the 30th ult., Lord Davey paid a tribute to the late Sir Richard Couch. He said that Sir Richard Couch's judicial career extended for nearly forty years. In July, 1862, he was appointed a Puisne judge of the Bombay Bench, and became Chief Justice of that bench in April, 1866. He became Chief Justice of the High Court of Calcutta in 1870, from which post he retired in January, 1875. In 1881 he became a member of the Judicial Committee, and from that time he continuously attended its sittings until the growing infirmities of age compelled his retirement in the year 1901. Before he went to India Sir Richard Couch was well known as an accomplished lawyer practising in the Common Law Courts, and during his residence in India he acquired a mastery of the intricacies of Indian law, both Hindu and Mahomedan, as administered in the courts of India, and including, what was extremely useful afterwards to him on this board, a knowledge and intimate acquaintance with the details of the somewhat complicated

procedure which has been introduced by legislation into the conduct of judicial business in India. His service on this board was marked by an assiduous attention and by a mastery of the business, and he proved himself to be a most reliable and useful member of the board. His knowledge of English law and his knowledge of Indian law were particularly valuable. But he did not confine his services to those branches of the law, as he might well have done; but whatever the case was that was before the board Sir Richard Couch was ready to throw his whole mind into it and to make himself a master both of the facts and of the law of the case; and I will add what I am sure all those who sat with him will agree with me in, when I mention his extreme kindness. There was no labour which he would not undertake, and to those who came on the board with less experience than himself in their knowledge of Indian law his assistance was always at their disposal, and I need scarcely say was of the most extreme value.

FIXED INCOMES.—Houses and Residential Flats can now be Furnished on a new System of Deferred Payments especially adapted for those with fixed incomes who do not wish to disturb investments. Selection from the largest stock in the World. Everything legibly marked in plain figures. Maple & Co. (Limited), Tottenham Court-road, London, W.—[ADVT.]

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEEWICH.	Mr. Justice FARWELL.
Monday, Dec. 11	Mr. Church	Mr. R. Leach	Mr. Beal	Mr. W. Leach
Tuesday 12	Grswell	Godfrey	Carrington	Theed
Wednesday 13	King	R. Leach	Beal	W. Leach
Thursday 14	Farmer	Godfrey	Carrington	Theed
Friday 15	Theed	R. Leach	Beal	W. Leach
Saturday 16	W. Leach	Godfrey	Carrington	Theed

Date.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY.	Mr. Justice WARRINGTON.
Monday, Dec. 11	Mr. Farmer	Mr. Pemberton	Mr. Grswell	Mr. Carrington
Tuesday 12	King	Church	Beal	Beal
Wednesday 13	Farmer	Pemberton	Grswell	Godfrey
Thursday 14	King	Church	Grswell	R. Leach
Friday 15	Farmer	Pemberton	Grswell	Jackson
Saturday 16	King	Jackson	Church	Pemberton

The Property Mart.

Result of Sale.

Messrs. H. E. Foster & Cranfield sold, at the Mart, on Wednesday, Dec. 6, the following Properties:—West Ealing: 1, Green Man-terrace, £2,185; 2, Green Man-terrace, £1,900; 3, Green Man-terrace, £1,900. Holborn: 22, Devonshire-street, and 7 and 7 1/2, Boswell-court, £2,050. Acton: 18 to 26 (even), Richards-cottages, Churchfield-road, £950.

REVERSIONS, LIFE INTERESTS, LIFE POLICIES, PATENT RIGHTS AND SHARES.

Messrs. H. E. Foster & Cranfield held their usual fortnightly sale (No. 800) of the above named interests at the Mart, Tottenham-court-road, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realised being £15,866 17s. 6d.

ABSOLUTE REVERSIONS:		£	s.	d.
To Leasehold Ground-rents	...	Sold	140	0
To £100	...	...	300	0
To £13,240 Consols (less £25,000)	...	...	3,500	0
REVERSION TO £1,714 5s. 8d.	...	...	275	0
LIFE POLICIES:		£	s.	d.
For £10,000	...	...	4,500	0
For £1,500	...	...	835	0
For £2,000	...	...	700	0
LIFE INTEREST IN £300 per annum	...	...	4,400	0
ENDOWMENT POLICY FOR £5,000	...	...	800	0
BRITISH, FRENCH, AND GERMAN PATENTS	...	...	50	0
SHARES HOTEL ST. PETERSBOURG PARIS (LIMITED)	...	...	286	17 6

Winding-up Notices.

London Gazette.—FRIDAY, DEC. 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CASTLE CAR SYNDICATE, LIMITED—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to H C Chambers, 6, Bennett's hill, Birmingham.

EGYPTIAN NITRATE AND FERTILISER SYNDICATE, LIMITED—Peta for winding up, presented Nov 30, directed to be heard Dec 12. Cohen & Cohen, Finsbury circus, solers for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 11.

ELECTRICAL ONE FINDING CO, LIMITED—Peta for winding up, presented Nov 28, directed to be heard Dec 12. Crundall & Co, Laurence Pountney hill, solers for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 11.

ELINOR TEMPLE, LIMITED—Peta for winding up, presented Nov 28, directed to be heard Dec 12. Vandermom & Co, Bush in, solers for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 11.

INVESTMENT CORPORATION OF INDIA, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to Edward White Randle, 5, Billiter av. Grundy, Old Broad st, soler.

JONES HARD POWER ROCK DRILL (RHODESIA) CO, LIMITED—Creditors are required, on or before Jan 13, to send their names and addresses, and the particulars of their debts or claims, to E W Outram, 18, Walbrook.

KOPPEWY SYNDICATE, LIMITED—Creditors are required, on or before Jan 9, to send their names and addresses, and the particulars of their debts or claims, to Edward William King, 287, Finsbury pmt House. Docker & Co, Gray's inn sq, soler for liquidator.

LONDON, DEPTFORD, AND GREENWICH TRAMWAYS CO, LIMITED—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to George Ennis, F J Horrocks, and J Percy Leth, Blomfield House, 8, London wall.

MAYFAIR PRINTING AND PUBLISHING CO, LIMITED—Peta for winding up, presented Nov 27, directed to be heard Dec 12. Bawlings & Butt, Walbrook. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 11.

ROBERT LEE, LIMITED—Peta for winding up, presented Nov 30, directed to be heard Dec 13. Ward & Co, Gracechurch st, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 11.

WOLSTENCROFT & CO, LIMITED—Creditors are required, on or before Dec 22, to send their names and addresses, and the particulars of their debts or claims, to Francis B Millard, 12, Earl st, Westminster.

UNLIMITED IN CHANCERY.

ST NEOTS WATER CO—Peta for winding up, presented Nov 23, directed to be heard Dec 12. Crowders & Co, Lincoln's inn fields, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 11.

London Gazette.—TUESDAY, DEC. 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CAPITAL INSURANCE CO, LIMITED—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to George Birchall, 8, Gracechurch st.

F & W E WHITE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to J Alfred Hopps, 25, Friar in, Leicester.

H BODRAN, LIMITED—Creditors are required, on or before Dec 18, to send their names and addresses, and the particulars of their debts or claims, to Edwin Bradshaw, 4, Egypt st, Warrington. Roberts, soler for liquidator.

LIVER GALVANIZING CO, LIMITED—Peta for winding up, presented Dec 1, directed to be heard at the Court House, Government bldgs, Victoria st, Liverpool, Dec 15, at 10 o'clock. Hart, Telegraph st, soler for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 14.

LONDON EXPRESS MOTOR SERVICE, LIMITED—Creditors required, on or before Jan 14, to send their names and addresses, and the particulars of their debts or claims, to Vileys Corney Doubleday, 37, Walbrook.

S T HARVEY, LIMITED—Peta for winding up, presented Nov 25, directed to be heard at the Town Hall, Windsor, Dec 12, at 12 o'clock. Camp & Ellis, Watford and Bedford row, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 11.

VICTORIA POROUS WATERPROOFING CO, LIMITED—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to Robert Taylor, 9, Church in, Oldham. Taylor, Oldham, soler for liquidator.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, DEC. 1.

BASTARD, BALDWIN JOHN POLLEXFEN, Kitley, Devon Dec 28 Woolcombe & Son, Plymouth.

BATMAN, HERBERT ROWLAND, Bath Dec 31 Scott & Bryden, Bath.

BAXTER, WILLIAM, Grassington, York Dec 15 Dunn & Robinson, Bradford.

BEAVIS, WILLIAM, Brightlingsea, Essex, Law Stationer Jan 1 Blount & Co, Albemarle st, Piccadilly.

BRENTON, FRANCIS, Market Drayton, Salop Dec 30 Warren & Upton, Market Drayton.

BRENTON, SUSANNAH WADE, Market Drayton, Salop Dec 30 Warren & Upton, Market Drayton.

BROWN, JOHN, Newbarn on Tyne, Iron Moulder Dec 27 Richardson & Elder, Newcastle on Tyne.

CHERRITH, SABINA, Birkdale Jan 9 Mawson, Southport.

COURT, RUTH ANN, Newchurch, Lancs Jan 27 Hart-Dyke, Duchy of Lancaster Office.

COW, GEORGE, Sutton in Ho demess, York, Joiner Dec 29 Reed, Hull.

COWX, JOHN, Liverpool, Tamowner Jan 1 Rutherford, Liverpool.

CURTIS, WILLIAM COTTON, Lombard st Jan 5 Golding & Hargrove, Cannon st.

DRAKE, HELENA, Hove Dec 31 Buck, Norfolk st, Strand.

DONNINGTON-JEFFERSON, MERVYN JANE, Langridge Rectory, nr Bath Jan 1 Bath & Co, Spring gds.

EGGETT, BENJAMIN, Stoke Ferry, Norfolk, Builder Jan 1 Fowler & Co, Victoria st.

GABY, LEVI, Cullercoats, Northumberland, Quarry Owner Dec 30 Watson & Co, Newcastle upon Tyne.

GARNER, JOHN, Tottenham, Butcher Dec 31 Lucas & Ward, Eldon st.

GOLDMID, EILEN, Edgbaston, Birmingham Jan 15 Raphael & Co, Moorgate st.

GRAY-JONES, THOMAS, Cheltenham Dec 30 Wood, Cheltenham.

GRAYSON, RICHARD, Rainford, Lancs, Farmer Dec 30 Fox, St Helens.

GRAVES, WILLIAM, Twickenham, Licensed Victualler Dec 31 Attenborough, Piccadilly.

HAYES, FRANCIS, Wood Green, Builder Dec 31 Robins & Clark, Hornsey.

HOBBS, JAMES, Wellington, Somerset, Tailor Jan 2 Michell, Wellington.

HOLTON, ALFRED, Hardwick, nr Banbury, Farmer Jan 2 Aplin & Co, Banbury.

HOWE, DINAH, Liverpool Jan 7 Quilliam, Liverpool.

JACKSON, THOMAS HENRY, Sharnhall, nr Wolverhampton March 20 Shelton & Co, Wolverhampton.

JACOB, KATHARINE, Salisbury, Wilts Dec 31 Hoddling & Jackson, Salisbury.

JONES, WILLIAM COCHRAN, Liverpool, Merchant's Clerk Jan 1 Rudd, Liverpool.

KASTIN, ELIZABETH FRANCES, Teyford, Leicester Jan 1 Heywood & Son, Leicester.

KING, JOHN, Manchester, Cotton Spinner Jan 13 Cooper & Sons, Manchester.

KITCHEN, JANE, Cheltenham Jan 12 Griffiths & Wagborne, Cheltenham.

LAWTON, ROBERT CHARLES MONTAGUE, Alderley Edge, Chester Jan 2 Brown & Co, Stockport.

MCNAUGHTON, ANNE ISABELLA, Bolton Dec 31 Greenhalgh, Bolton.

NELSON, WILLIAM, Kendal Jan 10 Dobson, Kendal.

NORMAN, ELIZABETH MARIA, Norwich March 1 Keith & Co, Norwich.

NORRIS, SUSANNA ISABELLA, Cambridge gds, Notting Hill Jan 11 Johnsons & Co, New sq.

PERL, HELEN ELIZABETH, Leaton Hall, nr Sloughbridge Feb 23 Johnsons & Co, New sq.

PONTON, JOSEPH FROST, North Shields Dec 31 Macdonald, North Shields.

PREEN, GEORGE, North Malvern, Worcester Jan 26 Roberts, Worcester.

PRICE, SAMUEL, Halesowen, Worcester, Dairyman Jan 25 Homfray & Co, Halesowen.

QUINCY, ALFRED RICHARD, Teddington Jan 1 Parker & Co, Cornhill.

ROGERS, ELIZA, Bobbington, Stafford Dec 30 Thorne & Haslam, Wolverhampton.

SCHOFIELD, FLORENCE MAY JANE, Kingsland rd Dec 31 Davis, Liverpool st.

SHAW, GEORGE, Ecclesfield Jan 1 Smith & Co, Sheffield.

SMITH, JOSEPH KELLET, West Kirby, Chester Jan 1 Dixon & Syers, Liverpool.

STANER, JOHN, Twickenham Dec 31 Dyer, Twickenham.

THOMAS, WILLIAM HENRY, Redland, Bristol Jan 15 Miller & Co, Bristol.

THORN, CHARLES, Norwich, Coachbuilder Jan 2 Francis & Beck, Norwich.

WATERSTON, HANNAH, Morpeth, Draper Dec 30 Bainbridge, Morpeth.

WEDGWOOD, AMELIA, Bromsgrove Dec 18 Rankin & Miller, West Bromwich.

WAGNER, JOHN, Hereford Dec 30 Mair & Co, Macclesfield
 WOODWARD, ALICE ELIZABETH NAOMI, Clayton, York Jan 1 Gaunt & Co, Bradford
 YELLACOTT, HELEN, Barnstable Dec 31 Godden & Co, Old Jewry
London Gazette.—TUESDAY, Dec. 5.
 ADAMS, RUTH, Buxted, Somerset Jan 16 Cushman & Clifton, Brighton
 ASHBY, ALICE, Liverpool Jan 1 Layton & Co, Liverpool
 BUCKINGHAM, GEORGE BOWLENS, Haslemere, Surrey Dec 31 Ramsden & Co, Leadenhall st
 COLE, WILLIAM, Priory, Clapton Jan 5 Watson, Finsbury circus
 COX, MISS LOUISA HELEN ELIZABETH WOLSELEY, Southsea Jan 1 Saunders, Regent st
 EYRETT, GEORGE ALLEN, Knowle Hill, Warwick Jan 1 Sanders & Co, Birmingham
 EYRETT, WALTER, St Yarmouth Jan 5 Goodchild, Norwich
 FIDLER, ALICE, Blackpool Jan 12 Ascroft, Blackpool
 FILDES, WILLIAM, Eccles, Lancashire Jan 6 Elliott & Elliott, Manchester
 FLEMING, FRANK, Rhymney, Mon Jan 1 Cohen, Eborac on Tees
 FOWLER, WILLIAM, Tunbridge Wells Jan 6 Deacon & Co, St Helens
 FOX, JOHN, Bolton glans, S Kensington Jan 30 Shaen & Co, Bedford row
 FRYMAN, MARGARET, Ambleside, Westmorland Dec 26 Shepherd, Ambleside
 GIBSON, MARY ALICE, West Timperley, Chester Jan 1 Linnell & Linnell, Manchester
 GIFFITH, MARY, Boston, Lincoln Jan 16 Standland & Son, Boston
 HADHAM, EDWARD, Kingston upon Hull, Tar Distiller Jan 20 Laverack & Co, Hull
 HAWORTH, JAMES, Blackburn, Solicitor Jan 1 Reed & Eastwood, Blackburn
 HEATHWAITE, WILLIAM, Huddersfield, Picture Dealer Dec 31 Armitage & Co, Huddersfield
 HOWARTH, EDWARD, Halifax, Woolstapler Jan 15 Farrar, Halifax

JEFFERSON, JANE, Langport, Somerset Dec 25 Horse & Co, Lincoln's Inn fields
 LOCK, SUSAN, Bramfield, Suffolk Jan 8 Mellor & Coleman, Colman st
 LOCKETT, RICHARD ROBERTSON, Liverpool, Merchant Jan 20 Evans & Co, Liverpool
 MAW, HANNAH MARIA, Oakenahaw, nr Bradford, York Jan 2 Clough & Crabtree, Cleckheaton
 MOORE, ELIZA, Northampton Dec 30 H J & C Markham, Northampton
 NORMAN, HENRY, Brighton Jan 15 Gates & Burnard, Brighton
 NUGENT, Right Rev Monsignor JAMES, Formby, Lancaster Jan 10 Gradwell & Co, Liverpool
 PALIN, WILLIAM HENRY, Ketley, nr Willington, Salop Jan 8 Carrane & Elliott, Willington
 PICKARD, JOSEPH, Holloway rd Dec 21 Miller & Smiths, Salter's Hall ct
 PICKUP, THOMAS, Blackburn Jan 15 Crossley, Blackburn
 PUGH, SARAH ANN, Scarborough Jan 12 Birdall & Cross, Scarborough
 ROBBINS, JOHN BARNABAS, Andover, Southampton Jan 15 Chalinder & Herington, Hastings
 ROBERTS, WILLIAM, Llanerchymedd, Anglesey Dec 30 Bellingier & Co, Liverpool
 ROYDS, ROBERT RENDLESHAM, Southend on Sea Jan 15 Gribble & Co, Bedford row
 SCHOLES, WILLIAM, Accrington, Tailor Dec 30 Slinger, Accrington
 SHULHAM, ANTHONY JAMES, Upper Norwood Jan 1 Wordsworth & Co, Bloomsbury sq
 THORP, THOMAS SMITH, Margate Dec 18 Emmerson & Co, Sandwich
 WATT, JAMES, Hastings Jan 1 Chalinder & Herington, Hastings
 WOOD, HENRY, Hythe, Kent Jan 1 Kingsford & Drake, Hythe, Kent
 WOOD, MARY ANN, Twickenham Jan 6 Sheppard & Sons, Kingston on Thames
 WOODHOUSE, EDWARD, Worcester Dec 30 Sale, Leominster

Bankruptcy Notices.

London Gazette.—TUESDAY, NOV. 28.

RECEIVING ORDERS.

ASHLEY, ROBERT, Brentford, Provision Dealer Brentford Pet Nov 23 Ord Nov 23
 ASHBY, HENRY, Sparkhill, Birmingham, Licensed Victualler Birmingham Pet Nov 24 Ord Nov 24
 BATES, RALPH, Irthingborough, Northampton, Traveller Northampton Pet Nov 24 Ord Nov 24
 BENSON, GEORGE, Kingston upon Hull Kingston upon Hull Pet Nov 25 Ord Nov 25
 BLACKMORE, AUGUSTINE JOHN, Derby, Greengrocer Derby Pet Nov 24 Ord Nov 24
 BLOUNT, WALTER, Scarborough, Organist Scarborough Pet Nov 23 Ord Nov 23
 BOWELL, WALTER, Southsea, Hants, Tailor Portsmouth Pet Nov 24 Ord Nov 24
 BRADWOOD, HARRY, Halifax, Boot Maker Halifax Pet Nov 9 Ord Nov 23
 BROOKS, JAMES, and ARTHUR ELLIN BROOKS, Sheffield, General Merchants Sheffield Pet Nov 8 Ord Nov 23
 BROWN, CHARLES, Armley, Leeds Leeds Pet Nov 23 Ord Nov 23
 BUELA, ELIZABETH, Cookham, Berks, Hotel Proprietress Windsor Pet Nov 23 Ord Nov 23
 CATHAM, GEORGE, Downend, Gloucester, Oil Dealer Bristol Pet Nov 7 Ord Nov 23
 CHARLESWORTH, GEORGE HIRST, Stratford, Lancs, Greengrocer Salford Pet Nov 23 Ord Nov 23
 COHEN, DAVID, Leeds, Fancy Draper Leeds Pet Nov 24 Ord Nov 24
 COLLINGS, JAMES THOMAS, Aston, Birmingham, Draper Birmingham Pet Nov 4 Ord Nov 23
 COPLAND, MICHAEL, Canterbury, Tailor Canterbury Pet Nov 25 Ord Nov 25
 COY, EVELYN MAUD, Cork at High Court Pet Nov 24 Ord Nov 24
 COWTHER, DAVID, Sowerby Bridge, nr Halifax, Lodging house Manager Halifax Pet Nov 24 Ord Nov 24
 DEARD, JOHN, Morpeth mans, Victoria, Theatrical Manager High Court Pet Nov 2 Ord Nov 24
 DENT, FRANKSON HENRY, Hythe, Kent, Licensed Victualler Canterbury Pet Nov 24 Ord Nov 24
 EAST, P G, Clapham, Hay Salesman High Court Pet Oct 24 Ord Nov 24
 EDE, EDWARD LEE, Southampton Southampton Pet Nov 23 Ord Nov 23
 FALCOUTT, ADA ARABELLA, Long Eaton, Derby, Milliner Derby Pet Nov 23 Ord Nov 23
 FARRER, JOHN, Wandsworth Bridge rd, Baker High Court Pet Oct 21 Ord Nov 24
 FORT, GEORGE, Mitcham, Surrey, Tobacco Dealer High Court Pet Nov 13 Ord Nov 25
 GADWIN, NICHOLAS, Gt Grimsby Gt Grimsby Pet Nov 23 Ord Nov 23
 GELD, HERBERT WILLIAM, Minehead, Somerset, Painter Taunton Pet Nov 25 Ord Nov 25
 GIFFITHS, GEORGE, Preston on Tees, Farmer Stockton on Tees Pet Nov 23 Ord Nov 23
 HACKETT, AGNES, Lichfield, Safford Walsall Pet Nov 24 Ord Nov 24
 HEWSON, ALBERT ERNEST, Belvedere, Kent, Grocer Rochester Pet Nov 24 Ord Nov 24
 HIGGINS, FRANK, Penistone, Yorks, Goods Guard Bunsley Pet Nov 24 Ord Nov 24
 HIGGINS, GEORGE, Penistone, Yorks, Booking Clerk Barnsley Pet Nov 24 Ord Nov 24
 HOBBS, JOHN, Woodford Green, Essex High Court Pet Nov 9 Ord Nov 24
 JACKSON, ARTHUR, Walthamstow, Builder High Court Pet Nov 4 Ord Nov 23
 JENKS, G D, Paddington st, Baker at High Court Pet Nov 8 Ord Nov 24
 KELS, EDWARD, Rotherham, York, Fishmonger Sheffield Pet Nov 24 Ord Nov 24
 KELLOW, ROBERT WILLIAM, Laverstock, Wilts, Builder Salisbury Pet Nov 23 Ord Nov 23
 LAKE, JEANIE, Chessham, Bucks, Fancy Dealer Aylesbury Pet Sept 30 Ord Nov 24
 LAUREN, WILLIAM GEORGE, Sheffield, Electrical Engineer Sheffield Pet Oct 19 Ord Nov 23
 NEDHAM, ARTHUR, Gt Grimsby, Labourer Gt Grimsby Pet Nov 15 Ord Nov 23
 PARKINSON, EVERARD WILLOUGHBY, and HUGH TREVELY PARKINSON, Burley in Wharfedale, York, Farmers Leeds Pet Nov 13 Ord Nov 22
 PHILLIPS, CHARLES FARESEY, Gt Grimsby, Labourer Gt Grimsby Pet Nov 24 Ord Nov 24
 RYLAND, MICHAEL, Halifax, Yorks, Baker Halifax Pet Nov 25 Ord Nov 25

PRURIA, JAMES ANDREW, East Surrey grove, Camberwell, Bag Manufacturer High Court Pet Nov 24 Ord Nov 24
 REES, BENJAMIN, Macclesfield, Mon, Linenkeeper Newport, Mon Pet Nov 24 Ord Nov 24
 SANDARS, ARTHUR ERNEST, Ilfracombe, Tobaccoist Barnstable Pet Oct 13 Ord Nov 23
 SHAKESPEARE, WILLIAM, Norton Canes, Stafford, Builder Walsall Pet Nov 16 Ord Nov 23
 SHERWIN, HENRY, Derby, Brewer Derby Pet Nov 23 Ord Nov 23
 SPENCER, H, Bramley, nr Leeds, Plumber Leeds Pet Nov 7 Ord Nov 23
 SUBSWAIN, H, Monkwell st, Shipper High Court Pet Nov 1 Ord Nov 23
 THOMAS, JOHN EDWARD, Bridgend, Glam, Motor and Cycle Maker Cardiff Pet Nov 24 Ord Nov 24
 WATERS, DAVID, Llanthangel, Abercrombie Carmarthen Pet Nov 23 Ord Nov 23
 WHITE, JAMES STEPHEN, Hythe Bay, Kent, Licensed Victualler Canterbury Pet Nov 23 Ord Nov 25
 WILKINSON, WILLIAM THOMPSON, L. wisham, Kent, Photographic Expert Greenwich Pet Nov 23 Ord Nov 23
 Amended notice substituted for that published in the London Gazette of Nov 10:
 BURNSIDE, FRANCIS RASHLEIGH, Rochford, Essex Chelmsford Pet Sept 2 Ord Sept 25

FIRST MEETINGS.

ABBOTT, GEORGE BENJAMIN, Gt Grimsby Dec 6 at 11 Off Rec, St Mary's church, Gt Grimsby
 ALLEN, JOSEPH WILLIAM, Cambridge Dec 9 at 12.30 Off Rec, 8, King st, Norwich
 ALLISON, GEORGE SHEPHERD, Darlington, Ironmonger Dec 6 at 11 North Eastern Hotel, Darlington
 ALLITT, PHILIP JAMES, Newton, Cambridge, Fruit Grower Dec 6 at 10.45 Rose and Crown Hotel, Wisbech
 AVERY, JOHN EDWARD, Dover, Fruiterer Dec 21 at 9.30 Off Rec, 68, Castle st, Canterbury
 BLOUNT, WALTER, Scarborough, Organist Dec 6 at 3.30 74, Newborough, Scarborough
 BOLTON, GEORGE, Blackburn, Joiner Dec 6 at 11.30 County Court House, Blackburn
 BOWELL, WALTER, Southsea, Hants, Tailor Dec 7 at 3 Off Rec, Cambridge junc. High st, Portsmouth
 BROWN, CHARLES, Leeds Dec 6 at 11.30 Off Rec, 22, Park row, Leeds
 BROWN, FRED NORCROSS, Woodhouse Mill, York, Butcher Dec 7 at 11.30 Off Rec, Figgie in, Sheffield
 BURNSIDE, FRANCIS RASHLEIGH, Rochford, Essex Dec 8 at 3 14, Bedford row
 CHAPMAN, GEORGE, Downend, Glos, Oil Dealer Dec 6 at 11.30 Off Rec, 26, Baldwin st, Bristol
 CLAYTON, JOHN HENRY, Leicester, Builder Dec 6 at 12 Off Rec, 1, Berridge st, Leicester
 COHEN, DAVID, Leeds, Fancy Draper Dec 6 at 12 Off Rec, 22, Park row, Leeds
 COOK, JOHN HENRY, Wednesbury, Metal Merchant Dec 6 at 11 Off Rec, Wolverhampton
 COONS, WILLIAM, Pelynt, Cornwall, Licensed Victualler Dec 19 at 11 Off Rec, 6, Athenium ter, Plymouth
 COY, EVELYN MAUD, Cork at Dec 11 at 12 Bankruptcy bldgs, Carey st
 DAVIES, THOMAS, Merthyr Tydfil, Contractor Dec 7 at 12 135, High st, Merthyr Tydfil
 DONALD, JOHN, Morpeth mans, Victoria, Theatrical Manager Dec 8 at 12 Bankruptcy bldgs, Carey st
 DOWNTON, GEORGE, Preston, Dorset, General Dealer Dec 6 at 2.30 Off Rec, City chmbs, Catherine st, Salisbury
 DUGGAN, SAMUEL JOHN, Plymouth, Boot Maker Dec 6 at 2.30 The George and Railway Hotel, Bristol
 EAST, P G, Clapham, Hay Salesman Dec 8 at 1 Bankruptcy bldgs, Carey st
 EVANS, EVAM, Giffach Goch, Glam, Tailor Dec 6 at 12 135, High st, Merthyr Tydfil
 FARMER, JOHN, Wandsworth Bridge rd, Baker Dec 12 at 11 Bankruptcy bldgs, Carey st
 FLETCHER, BENJAMIN THORNTON, Stockport, Cheshire, Licensed Victualler Dec 6 at 11 Off Rec, Castle chmbs, 6, Vernon st, Stockport
 FLOWITT, JOHN, Doncaster, Builder Dec 7 at 12.30 Off Rec, Figgie in, Sheffield
 GARNER, WILLIAM, Denbigh pl, Builder Dec 6 at 12 Bankruptcy bldgs, Carey st
 GIFFITHS, WILLIAM, Newport, Mon Dec 6 at 11 Off Rec, Westgate chmbs, Newport, Mon
 GUEST, GEORGE WILSON, Deritend, Birmingham, Grocer Dec 6 at 12 191, Corporation st, Birmingham
 HARRIS, ALFRED HENRY, Reading, General Engineer Dec 11 at 3 14, Bedford row
 HARMAN, JOHN WILLIAM, Dunham Massey, Cheshire, Accountant Dec 6 at 3 Off Rec, Byrom st, Manchester

HEWSON, ALBERT ERNEST, Belvedere, Kent, Grocer Dec 11 at 11.30 115, High st, Rochester
 HILLIARD, GEORGE, and WILLIAM HILLIARD, Woodhouse Envoys, Leicester, Farmers Dec 6 at 3 Off Rec, 1, Berridge st, Leicester
 HOBBS, EDGAR, Derby, Music Dealer Dec 6 at 3 Room 53, Bankruptcy bldgs, Carey st
 JENKINS, G D, Paddington st, Baker st Dec 12 at 12 Bankruptcy bldgs, Carey st
 LODGE, GEORGE ALFRED, Worsborough Bridge, nr Barnsley, Grocer Dec 6 at 10.30 Off Rec, 7, Regent st, Barnsley
 LUCAS, WILLIAM, Stoke Newington, Warehouseman Dec 7 at 12 Bankruptcy bldgs, Carey st
 MANSON, ARTHUR SAMUEL, Scarborough, Joiner Dec 6 at 4 74, Newborough, Scarborough
 MATHER, GEORGE, South shields, Mineral Water Manufacturer Dec 6 at 11.30 Off Rec, 30, Moseley st, Newcastle on Tyne
 MCCOY, JANE, Geltafale, Cumberland, Hutkeeper Dec 6 at 11 Off Rec, 24, Fisher st, Carlisle
 NEWTON, RUPERT EDWARD, Birmingham, Electro Plate Manufacturer Dec 6 at 11 191, Corporation st, Birmingham
 NYMAN, NATHAN, Commercial rd, Trimming Seller Dec 7 at 2.30 Bankruptcy bldgs, Carey st
 PAYE, JOHN ANDREW, Worthington, Plumber Dec 8 at 3.15 Court House, Cockermouth
 PAYTE, BENJAMIN, Greenhill, Derby Dec 7 at 12 Off Rec, Figgie in, Sheffield
 PROCTER, ROBERT JOHN, West Hartlepool, Tobaccoist's Manager Dec 6 at 3 Off Rec, 3, Manor pl, Sunderland
 PRURIA, JAMES ANDREW, East Surrey grove, Camberwell, Bag Manufacturer Dec 7 at 11 Bankruptcy bldgs, Carey st
 RICARDO, BENJAMIN, Green ln, Finsbury pk, Wholesale Jeweller Dec 8 at 12 Baskin chmbs, 191, Corporation st, Birmingham
 ROBERTS, OWEN, Bethesda, Quarryman Dec 6 at 12 Crypt chmbs, Eastgate row, Chester
 SEAL, CHARLES, Penrhiwceiber, Glam, Greengrocer Dec 8 at 12 135, High st, Merthyr Tydfil
 SHERWIN, HENRY, Derby, Brewer Dec 7 at 3 Off Rec, 47, Full st, Derby
 SPENCER, H, Bramley, nr Leeds, Plumber Dec 6 at 11 Off Rec, 22, Park row, Leeds
 STOCKDALE, CHARLES, Abbeville rd, Clapham Park, Commercial Traveller Dec 7 at 11.30 24, Railway app. London Bridge
 SUBSWAIN, H, Windsor st, Monkwell st, Shipper Dec 7 at 12 Bankruptcy bldgs, Carey st
 TWITT, ARTHUR, Abertillery, Mon, Painter Dec 7 at 3 135, High st, Merthyr Tydfil
 WATERS, DAVID, Llanthangel, Abercrombie Dec 6 at 11 Off Rec, 4, Queen st, Carmarthen
 WARDEN, HERBERT, Blean, nr Canterbury, Wheelwright Dec 21 at 9 Off Rec, 68, Castle st, Canterbury
 WEBSTER, JOHN ALBERT, Scarborough, Shoeing Smith Dec 6 at 3 74, Newborough, Scarborough
 WILLIAMS, NATHANIEL, Giffach Pengam, Glam, Moulder Dec 8 at 3 135, High st, Merthyr Tydfil
 Amended notice substituted for that published in the London Gazette of Nov 17:
 ANDREWS, ALFRED JOSEPH, Northampton, Leather Merchant Nov 27 at 3 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ASHLEY, ROBERT, Ilford, Essex, Provision Dealer Brentford Pet Nov 53 Ord Nov 23
 BATES, RALPH, Irthingborough, Northampton, Traveller Northampton Pet Nov 24 Ord Nov 24
 BENSON, GEORGE, Kingston upon Hull, House Furnisher's Manager Kingston upon Hull Pet Nov 25 Ord Nov 25
 BLACKMORE, AUGUSTINE JOHN, Derby, Greengrocer Derby Pet Nov 24 Ord Nov 24
 BLOUNT, WALTER, Scarborough, Organist Scarborough Pet Nov 23 Ord Nov 23
 BOWELL, WALTER, Southsea, Hants, Tailor Portsmouth Pet Nov 24 Ord Nov 24
 BRADWOOD, HARRY, Halifax, Boot Maker Halifax Pet Nov 9 Ord Nov 23
 BROOKS, JAMES, and ARTHUR ELLIN BROOKS, Sheffield, Steel Manufacturers Leeds Pet Nov 8 Ord Nov 23
 BROWN, CHARLES, Armley, Leeds Leeds Pet Nov 23 Ord Nov 23
 BUSS, EDWIN, Penhurst, Kent, Farmer Tunbridge Wells Pet Nov 6 Ord Nov 23
 CHARLESWORTH, GEORGE HIRST, Stratford, Lancs, Greengrocer Salford Pet Nov 23 Ord Nov 23
 CLARKE, THOMAS, Blackburn, Botanic Brewer Dackburn Pet Nov 1 Ord Nov 23
 COHEN, DAVID, Leeds, Fancy Draper Leeds Pet Nov 24 Ord Nov 24

COOMBER, FRANCIS, St Andrew's mans, West Kensington, Physician High Court Pet Nov 16 Ord Nov 25
 COTLAND, MICHAEL, Canterbury, Tailor Canterbury Pet Nov 25 Ord Nov 25
 CORT, EVELYN MAUD, Cork at High Court Pet Nov 24 Ord Nov 24
 CROFT, DAVID, Sowerby Bridge, nr Halifax, L.A. ging House Manager Halifax Pet Nov 24 Ord Nov 24
 DEAY, PEARSON HENRY, Hythe, Kent, Licensed Victualler Canterbury Pet Nov 24 Ord Nov 24
 EARLE, EDWARD, Rotherham, York, Fishmonger Sheffield Pet Nov 24 Ord Nov 24
 EDE, EDWARD LEE, Southampton Southampton Pet Nov 23 Ord Nov 23
 EVANS, EVAN, Gilfach Goch, Glam, Tailor Pontypridd Pet Nov 20 Ord Nov 24
 FANCOURT, ADA ANABELLA, Long Eaton, Derby, Milliner Derby Pet Nov 22 Ord Nov 23
 GLADWIN, NICHOLAS, Gt Grimsby Gt Grimsby Pet Nov 23 Ord Nov 23
 GOULD, HERBERT WILLIAM, Minehead, Somerset, Decorator Taunton Pet Nov 25 Ord Nov 25
 GRIFFITHS, GEORGE, Preston on Tees, Farmer Stockton on Tees Pet Nov 23 Ord Nov 23
 HACKETT, AGNES, Lichfield Walsall Pet Nov 24 Ord Nov 24
 HARPER, HERBERT, Littlehampton, Schoolmaster Brighton Pet Oct 30 Ord Nov 24
 HEVISON, ALBERT EVERT, Belvedere, Kent, Grocer Rochester Pet Nov 24 Ord Nov 24
 ILETT, HARRY, Northampton, Potato Merchant Northampton Pet Nov 18 Ord Nov 23
 KELLOW, ROBERT WILLIAM, Laverstock, Wilts, Builder Salisbury Pet Nov 23 Ord Nov 23
 LODGE, GEORGE ALFRED, Worsborough Bridge, nr Barnsley, Grocer Barnsley Pet Nov 1 Ord Nov 24
 NEDHAM, ARTHUR, Gt Grimsby, Labourer Gt Grimsby Pet Nov 23 Ord Nov 23
 NORTHALL, JOHN, Trehaaf, Glam, Collier Pontypridd Pet Nov 23 Ord Nov 22
 ORMISTON, CHARLES, Twickenham Brentford Pet Sept 18 Ord Nov 24
 ORMOND, JOHN WILLIAM, Bolton, Builder's Traveller Bolton Pet Oct 23 Ord Nov 23
 PHILLIPS, CHARLES FREDERICK, Gt Grimsby, Labourer Gt Grimsby Pet Nov 24 Ord Nov 24
 PICKLES, MICHAEL, Halifax, Yorks, Baker Halifax Pet Nov 25 Ord Nov 25
 PRUSSIA, JAMES ANDREW, East Surrey grove, Camberwell, Bag Manufacturer High Court Pet Nov 24 Ord Nov 24
 REES, BENJAMIN, Maesycwmmer, Mon, Innkeeper Newport, Mon Pet Nov 24 Ord Nov 24
 RISHORE, GIOVANNI BATTISTA, Mount pleasant, Clerkenwell, Pianoforte Manufacturer High Court Pet Aug 15 Ord Nov 25
 SHERWIN, HENRY, Derby, Brewer Derby Pet Nov 23 Ord Nov 24
 THOMAS, JOHN EDWARD, Bridgend, Motor and Cycle Maker Cardiff Pet Nov 24 Ord Nov 24
 VIDLER, HENRY JOHN, Tooting, Builder Wandsworth Pet Sept 5 Ord Nov 21
 WALSHAW, JOHN WILLIAM, Halifax, Mineral Water Manufacturer Halifax Pet Oct 2 Ord Nov 23
 WALTERS, DAVID, Llanfihangel, Abercrombie Carman, Pen Pet Nov 23 Ord Nov 23
 WHITS, JAMES STEPHEN, Heide Bay, Licensed Victualler Canterbury Pet Nov 25 Ord Nov 25
 WILKINSON, WILLIAM THOMPSON, Lewisham, Kent, Photographic Expert Greenwich Pet Nov 23 Ord Nov 23

ADJUDICATION ANNULLED.

JONES, J W, and L JONES, Cynhad, Glam, Grocers Swansea Adj'd July 6, 1899 Annual Dec. 1.

RECEIVING ORDERS.

ANTHONY, THOMAS, Truro, Chemist Truro Pet Nov 29 Ord Nov 29
 BARBER, GEORGE, Kilburn, Horse Dealer High Court Pet Oct 30 Ord Nov 28
 BENNETT, ARTHUR, Thorpe Hesley, nr Rotherham, York, Grocer Sheffield Pet Nov 27 Ord Nov 27
 BROOKS, SAMUEL, Levenshulme, Manchester, Grocer Manchester Pet Nov 27 Ord Nov 27
 BURDER, R E, Fulham, Physician's Assistant High Court Pet Nov 7 Ord Nov 27
 CALLON, JOSEPH, St Helen's, Lancs, Builder Liverpool Pet Nov 23 Ord Nov 28
 CARRIL, SAMUEL, Kingston upon Hull, Hatter Kingston upon Hull Pet Nov 27 Ord Nov 27
 CATLIS, WILLIAM LINDLEY, Matlock Bank, Derby, Water Bailiff Derby Pet Nov 29 Ord Nov 29
 CHAMBERLAIN, ARTHUR, West Bromwich, Baker West Bromwich Pet Nov 27 Ord Nov 27
 COKE, FREDERICK, Portsmouth, Draper Portsmouth Pet Nov 28 Ord Nov 28
 COOPER, CHARLES HENRY, jun, Cheetham Hill, Manchester, Furniture Dealer's Manager Manchester Pet Nov 27 Ord Nov 27
 COWLING, GEORGE, Chidwell, nr Dewsbury, Boiler Maker Dewsbury Pet Nov 28 Ord Nov 27
 CRANE, ELI, Newton by Frankly, Cheshire Birkhead Pet Nov 27 Ord Nov 27
 DAREY, FRANK, Liverpool, Actor Liverpool Pet Oct 30 Ord Nov 27
 EATON, WILLIAM, Liverpool, Contractor Liverpool Pet Nov 8 Ord Nov 28
 FINNEY, JAMES THOMAS, Measam, Leicester, Farmer Burton on Trent Pet Nov 29 Ord Nov 29
 FLETCHER, JOHN SAMUEL, Rhyll, Flint, Fishmonger Bangor Pet Nov 29 Ord Nov 29
 FLETCHER, LIONEL JOHN WILLIAM, West Farleigh, Kent, Landed Proprietor Maidstone Pet Oct 23 Ord Nov 29
 FROST, JAMES, West Norwood, Contractor High Court Pet Nov 25 Ord Nov 25
 GARDNER, A J, Teddington, Builder Brentford Pet Oct 25 Ord Nov 25
 GOATMAN, FRANK, Gloucester, Market Gardener Gloucester Pet Nov 28 Ord Nov 28

GOFFERT, ERNEST LEDERBRIGHT, Margate, Hotel Proprietor Canterbury Pet Nov 27 Ord Nov 27
 GRIST, HOWARD, Southend on Sea, Grocer Chelmsford Pet Oct 2 Ord Nov 27
 HAMMETT, CHARLES, Burley, Southampton, Market Gardener Salisbury Pet Nov 28 Ord Nov 28
 HARGREAVES, JOHN WILLIAM, Leeds, Butcher Leeds Pet Nov 29 Ord Nov 29
 HARRISON, HENRY, Barnsley, Cabinet Maker Barnsley Pet Nov 28 Ord Nov 28
 HARRISON, WILLIAM AARON, Kingston upon Hull, Cycle Agent Kingston upon Hull Pet Nov 27 Ord Nov 27
 HEALD, WILLIAM, Chorley, Lancs, Painter Bolton Pet Nov 29 Ord Nov 29
 HESKETH, WILLIAM, Middleton on the Wolds, York, Tailor Kingston upon Hull Pet Nov 28 Ord Nov 28
 HETWOOD, WILLIAM JAMES, Coombe Raleigh, Devon, Dairyman Exeter Pet Nov 25 Ord Nov 25
 HICKERY, ARTHUR JOSHUA, Bristol, Commercial Clerk Bristol Pet Nov 25 Ord Nov 25
 HILL, HENRY, Gauding, Cambridge, Market Gardener Bedford Pet Nov 29 Ord Nov 29
 HOUSE, CONSTANTINE NICHOLAS, and LILLIAN MATILDA HOUSE, Newquay, Cornwall Truro Pet Nov 27 Ord Nov 27
 JIGGERS, HENRY CHARLES, Smithfield Meat Market, Meat Salesman High Court Pet Nov 28 Ord Nov 28
 KNEPPEL, ADOLF, Kingston upon Hull, Egg Merchant Kingston upon Hull Pet Nov 29 Ord Nov 29
 LEVY, ABRAHAM, Shepherd's Bush High Court Pet Oct 9 Ord Nov 29
 LEWIS, SAMUEL, Latham, Lancs, Farmer Liverpool Pet Nov 28 Ord Nov 28
 LLOYD, HERBERT, Leicester, Carver Leicester Pet Nov 23 Ord Nov 28
 LOGAN, ALFRED HUBERT, Ebury st, Victoria High Court Pet Oct 15 Ord Nov 23
 LYCETT, MATTHEW HENRY, Oldham, Fruiterer Oldham Pet Nov 27 Ord Nov 27
 MACGREGOR, WILLIAM, Twickenham, Licensed Victualler Brentford Pet Nov 23 Ord Nov 28
 MADDOCK, JOHN HENRY, Stockport, Confectioner Stockport Pet Nov 27 Ord Nov 27
 MARTIN, PHILIP, Fulham, Merchant High Court Pet Nov 2 Ord Nov 29
 MARSH, WILLIAM, Smethwick, Stafford, Plumber West Bromwich Pet Nov 18 Ord Nov 28
 MINTER, CHARLES FRANK, Southsea, Hants, Grocer Portsmouth Pet Nov 29 Ord Nov 29
 MULLEY, ARTHUR GEORGE, Woolpit, Suffolk, Cattle Dealer Bury St Edmunds Pet Nov 27 Ord Nov 27
 NAYLOR, JOHN, Heckmondwike, Tripe Dresser Dewsbury Pet Nov 29 Ord Nov 29
 NORRIS, JAMES, Staplehurst, Kent, Farmer Maidstone Pet Nov 14 Ord Nov 29
 PADDESTON, HENRY EDWARD, Tunbridge Wells, Licensed Victualler Tunbridge Wells Pet Oct 28 Ord Nov 27
 PARRY, JOHN EVAN, Liverpool, Grocer Liverpool Pet Nov 14 Ord Nov 28
 PENKETH, JOSEPH, Accrington, Insurance Superintendent Leeds Pet Nov 23 Ord Nov 28
 POINTON, ALFRED, High st, Tooting, Boot Dealer Wandsworth Pet Nov 27 Ord Nov 27
 PRICE, ROBERT, Highbury, Provision Merchant High Court Pet Nov 23 Ord Nov 28
 RIGBY, JOSHUA, Stalybridge, Herbalist Ashton under Lyne Pet Nov 27 Ord Nov 27
 SCOTT, ROBERT JAMES, Bournemouth, Photographer Poole Pet Nov 27 Ord Nov 27
 SMITH, GEORGE LEWELL, Newport, Painter Newport, Mon Pet Nov 27 Ord Nov 27
 SMITH, JAMES WOOD, Darwen, Lancs, Electrical Engineer Blackburn Pet Nov 28 Ord Nov 23
 SMITH, JOE, Keighley, Stone Merchant Bradford Pet Nov 29 Ord Nov 29
 SMITH, THOMAS, Peterborough, Fishmonger Peterborough Pet Nov 28 Ord Nov 28
 SPARKES, JOSEPH, Bedding, Glam, Grocer Morthyr Tydfil Pet Nov 27 Ord Nov 27
 SWATMAN, THOMAS ALFRED, Bilston, Stafford, Horse Dealer Wolverhampton Pet Nov 28 Ord Nov 28
 VICKERS, THOMAS, Carlton, Notts, Joiner Nottingham Pet Nov 28 Ord Nov 28

FIRST MEETINGS.

ALFRED, HENRY THOMAS RATE, Shaw, Lancs, Greengrocer Dec 19 at 10.30 Off Rec, Greaves st, Oldham
 ANDREWS, GEORGE, Weymouth, Butcher Dec 12 at 12.15 Off Rec, City chmbrs, Catherine st, Salisbury
 ASHLEY, ROBERT, Ilford, Essex, Provision Dealer Dec 11 at 12 Off Rec, 14, Bedford row
 BAKER, GEORGE, Kilburn, Horse Dealer Dec 12 at 1 Bankruptcy bldgs, Carey st
 BARNES, FREDERICK EDWARD, Bedford, Journalist Dec 13 at 14, Bedford row
 BAYES, HALPS, Irthingborough, Northampton, Traveller Dec 12 at 11 Off Rec, Bridge st, Northampton
 BRANDWOOD, HARRY, Halifax, Boot Maker Dec 13 at 12.30 Off Rec, Townhall chmbrs, Halifax
 BARNES, SAMUEL WILLIAM, Liverpool, Estate Agent Dec 12 at 12 Off Rec, 36, Victoria st, Liverpool
 BURDER, R E, Fulham, Physician's Assistant Dec 14 at 11 Bankruptcy bldgs, Carey st
 CHARLESWORTH, GEORGE HIRST, Stretford, Lancs, Greengrocer Dec 9 at 11 Off Rec, Byrom st, Manchester
 CROWTHER, DAVID, Sowerby Bridge, nr Halifax, Lodging House Manager Dec 13 at 8 Off Rec, Towhall chmbrs, Halifax
 DOFFMAN, FREDERICK, Leicester, Journeyman Tailor Dec 11 at 11.30 Off Rec, 1, Beridge st, Leicester
 EBBONS, WILLIAM, Goodrich, Hereford, Licensed Victualler Dec 11 at 10.2 Off Rec, Hereford
 EDE, EDWARD LEE, Billington, Southampton Dec 11 at 3.15 Off Rec, Midland Bank chmbrs, High st, Southampton
 FORTH, GEORGE, Mitcham, Surrey, Tobacco Dealer Dec 15 at 11 Bankruptcy bldgs, Carey st
 FROST, JAMES, West Norwood, Contractor Dec 11 at 11 Bankruptcy bldgs, Carey st
 GLADWIN, NICHOLAS, Gt Grimsby Dec 12 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby

GOMME, ALBERT JOHN, Bournemouth, Manager New Stable Dec 11 at 2.30 Off Rec, Midland Bank chmbrs, High st, Southampton
 GRIFFITHS, GEORGE, Preston on Tees, Farmer Dec 20 at 1 Off Rec, 8, Albert rd, Middlesbrough
 HEALD, WILLIAM, Chorley, Lancs, Painter Dec 14 at 13 Exchange st, Bolton
 HESKETH, ALBERT EDWARD, Manchester, Meat Salesman Dec 11 at 3 Off Rec, Byrom st, Manchester
 HETWOOD, WILLIAM JAMES, Combe Rayleigh, Devon, Dairyman Dec 13 at 10.30 Off Rec, 9, Bedford chmbrs, Exeter
 JENKINGS, JOHN, Newmarket, Cambridge, Corn Merchant Dec 11 at 2.45 The White Hart Hotel, Newmarket
 KELLOW, ROBERT WILLIAM, Laverstock, Wilts, Builder Dec 12 at 2.30 Off Rec, City chmbrs, Catherine st, Salisbury
 LEES, ALBERT, New Mills, Derby, Draper Dec 12 at 11.15 Off Rec, Castle chmbrs, 6, Vernon st, Stockport
 LUTS, EDWARD, Leicester, Tailor Dec 11 at 12 Off Rec, 1, Beridge st, Leicester
 LYCETT, MATTHEW HENRY, Oldham, Fruiterer Dec 19 at 12.30 Off Rec, Greaves st, Oldham
 MADDOCK, JOHN HENRY, Stockport, Confectioner Dec 12 at 11.30 Off Rec, Castle chmbrs, 6, Vernon st, Stockport
 NORTHALL, JOHN, Trehaaf, Glam, Collier Dec 12 at 11.30 High st, Merthyr Tydfil
 PADDESTON, HENRY EDWARD, Tunbridge Wells, Licensed Victualler Dec 11 at 2.30 Clarendon Restaurant, Tunbridge Wells
 PARKINSON, EVERARD WILLOUGHBY, and HUGH TETLEY PARKINSON, Burley in Wharfedale, York, Farmer Dec 13 at 12 Off Rec, 23, Park row, Leeds
 PERKETH, JOSEPH, Kirkstall, Leeds, Insurance Superintendent Dec 13 at 11 Off Rec, 22, Park row, Leeds
 PICKLES, MICHAEL, Halifax, Baker Dec 13 at 3.30 Off Rec, Townhall chmbrs, Halifax
 PRICE, ROBERT, Highbury, Provision Merchant Dec 11 at 11 Bankruptcy bldgs, Carey st
 RIDGE, GEORGE, Barnstable, Butcher Dec 14 at 3 94, High st, Barnstable
 RIGBY, JOSHUA, Stalybridge, Herbalist Dec 9 at 11.30 Off Rec, Byrom st, Manchester
 SALTER, ROBERT SURRY, Rugby, Tailor Dec 11 at 12 Off Rec, 4, High st, Coventry
 SANDERS, ARTHUR ERNEST, Ilfracombe, Tobaccoist Dec 11 at 3 94, High st, Barnstable
 SANDERS, FRANCIS JOHN, Stotfold, Beds, Cattle Dealer Dec 9 at 11 Messrs Halliley & Morrison, Solicitors, Bedford
 SCOTT, ROBERT JAMES, Bournemouth, Photographer Dec 11 at 4 Off Rec, Midland Bank chmbrs, High st, Southampton
 SMITH, LOUISA, Farnham, Surrey, Saddler Dec 12 at 12.30 24, Railway app, London Bridge
 SPARKES, JOSEPH, Bedding, Glam, Grocer Dec 12 at 11.30 High st, Morthyr Tydfil
 SYMONDS, JAMES, Hopkinstown, Glam, Butcher Dec 11 at 11.30 High st, Morthyr Tydfil
 THOMAS, JOHN EDWARD, Bridgend, Motor Maker Dec 19 at 11.17, St Mary st, Cardiff
 TUTTILL, HARRIETTE ELIZABETH, Herongate House, nr Bretwood, Essex, Private Schoolmistress Dec 13 at 14, Bedford row
 WATTON, MARY ADELINE, Colwyn Bay, Boarding House Keeper Dec 11 at 12.15 Crypt chmbrs, Chester
 WILLIAMS, JOHN, Bangor, Auctioneer's Porter Dec 11 at 12 Crypt chmbrs, Chester
 WOLSTENHOLME, LEONARD, Oldham, Tailor Dec 19 at 11 117, St Mary st, Cardiff
 WOOD, JOHN, Northwich, Schoolmaster Dec 11 at 2.45 Off Rec, King st, Newcastle, Staffs
 WRIGHTSON, JOSEPH, Middlesbrough, Glazier Dec 15 at 12.30 Off Rec, 8, Albert rd, Middlesbrough

ADJUDICATIONS.

BENNETT, ARTHUR, Thorpe Hesley, nr Rotherham, Grocer Sheffield Pet Nov 27 Ord Nov 27
 BREMER, MARTIN ADOLPH, and CHARLES JAMES BREMER, Mark in, shipbrokers High Court Pet Nov 6 Ord Nov 23
 BROOKS, SAMUEL, Levenshulme, Manchester, Grocer Manchester Pet Nov 27 Ord Nov 29
 CALLAGH, JOSEPH, St Helens, Lancashire, Builder Liverpool Pet Nov 28 Ord Nov 28
 CARRIL, SAMUEL, Kingston upon Hull, Hatter Kingston upon Hull Pet Nov 27 Ord Nov 27
 CATLIS, WILLIAM LINDLEY, Matlock Bank, Water Bailiff Derby Pet Nov 29 Ord Nov 29
 CHAMBERLAIN, ARTHUR, West Bromwich, Baker West Bromwich Pet Nov 27 Ord Nov 27
 COKE, FREDERICK, Portsmouth, Draper Portsmouth Pet Nov 28 Ord Nov 28
 COOPER, CHARLES HENRY, jun, Cheetham Hill, Manchester, Furniture Dealer's Manager Manchester Pet Nov 27 Ord Nov 27
 COVERDALE, WILLIAM, Holland st, Brixton rd, Dealer in Horses High Court Pet July 23 Ord Nov 27
 COWLING, GEORGE, Chidwell, nr Dewsbury, Boiler Maker Dewsbury Pet Nov 28 Ord Nov 28
 CRANE, ELI, Newton by Frankly, Cheshire Birkhead High Court Pet Nov 21 Ord Nov 27
 CRANE, ELI, Newton by Frankly, Cheshire Birkhead Pet Nov 27 Ord Nov 27
 FINNEY, JAMES THOMAS, Measam, Leicester, Farmer Burton on Trent Pet Nov 29 Ord Nov 29
 FLETCHER, JOHN SAMUEL, Rhyll, Fishmonger Bangor Pet Nov 29 Ord Nov 29
 FLETCHER, LIONEL JOHN WILLIAM, West Farleigh, Kent, Landed Proprietor Maidstone Pet Oct 23 Ord Nov 29
 FROST, JAMES, West Norwood, Contractor High Court Pet Nov 25 Ord Nov 25
 GOATMAN, FRANK, Gloucester, Market Gardener Gloucester Pet Nov 28 Ord Nov 28
 GOFFERT, ERNEST LEDERBRIGHT, Margate, Hotel Proprietor Canterbury Pet Nov 27 Ord Nov 27
 HANLYS, GEORGE MORRISON, Twickenham, Master Market Gardener Pet Nov 14 Ord Nov 24
 HAMMETT, CHARLES, Burley, Southampton, Market Gardener Salisbury Pet Nov 28 Ord Nov 28

MARGREAVES, JOHN WILLIAM, Leeds, Butcher Leeds Pet Nov 29 Ord Nov 29
 HARRISON, HENRY, Barnsley, Cabinet Maker Barnsley Pet Nov 28 Ord Nov 28
 HARRISON, WILLIAM ABRAHAM, Kingston upon Hull, Cycle Agent, Kingston upon Hull Pet Nov 27 Ord Nov 27
 HARRISON, WILLIAM, Chorley, Painter Bolton Pet Nov 29 Ord Nov 29
 HENSLWOOD, WILLIAM, Middleton on the Wolds, York, Tailor Kingston upon Hull Pet Nov 28 Ord Nov 28
 HETWOOD, WILLIAM JAMES, Combe Raleigh, Devon, Dairyman Exeter Pet Nov 25 Ord Nov 25
 HOUSE, CONSTANCE, NICHOLAS and LILLIAN MATILDA HOUSE, Newquay, Cornwall Truro Pet Nov 27 Ord Nov 27
 JIGGINS, HENRY CHARLES, Smithfield Meat Market, Meat Salesman High Court Pet Nov 28 Ord Nov 28
 JUDON, MARTIN, West Ham, Dairyman High Court Pet Oct 21 Ord Nov 28
 KEEN, ROBERT HENRY, Margate, Private Hotel Proprietor Canterbury Pet Nov 9 Ord Nov 27
 KNEEL, ADOLF, Kingston upon Hull, Egg Merchant Kingston upon Hull Pet Nov 23 Ord Nov 23
 LEVY, LEWIS, Blomfield ct, Maidla Vals High Court Pet Nov 18 Ord Nov 27
 LEWIS, SAMUEL, Latham, Lancaster, Farmer Liverpool Pet Nov 28 Ord Nov 28
 LIGHT, HENRY BUTLER, Balham, Commercial Traveller Wandsworth Pet Nov 15 Ord Nov 29
 LLOYD, HERBERT, Leicester, Catter Leicester Pet Nov 28 Ord Nov 28
 LEWIS, EDWARD, Leicester, Tailor Leicester Pet Nov 10 Ord Nov 29
 LYCETT, MATTHEW HENRY, Oldham, Fruiterer Oldham Pet Nov 27 Ord Nov 27
 MADDOCK, JOHN HENRY, Stockport, Confectioner Stockport Pet Nov 27 Ord Nov 27
 MURDER, CHARLES PRAIR, Southsea, Grocer Portsmouth Pet Nov 29 Ord Nov 29
 MURKIN, ARTHUR GEORGE, Woolpit, Suffolk, Cattle Dealer Bury St Edmunds Pet Nov 27 Ord Nov 27
 NAYLOR, JOHN, Heckmondwike, Tripe Dresser Dewsbury Pet Nov 29 Ord Nov 29
 PARKINSON, EVERARD WILLOUGHBY, and HUGH TETLEY PARKINSON, Bury in Wharfedale, York, Farmers Leeds Pet Nov 13 Ord Nov 25
 PERKETH, JOSEPH, Kirkstall, Leeds, Insurance Superintendent Leeds Pet Nov 23 Ord Nov 25
 RIBBY, JOSHUA, Stalybridge, Herbalist Ashton under Lyne Pet Nov 27 Ord Nov 27
 SCOTT, ROBERT JAMES, Bournemouth, Photographer Poole Pet Nov 27 Ord Nov 27
 SHRAGER, ISAAC, OSCIL SHRAGER, JOHN SHRAGER, JAMES SHRAGER, and ADOLPH SHRAGER, Lloyd's av, Merchants High Court Pet Oct 28 Ord Nov 29
 SMITH, GEORGE LLEWELLYN, Newport, Mon, Painter Newport, Mon Pet Nov 27 Ord Nov 29
 SMITH, JAMES WOOD, Darwen, Electrical Engineer Blackburn Pet Nov 28 Ord Nov 28
 SMITH, JOE, Keighley, Stone Merchant Bradford Pet Nov 29 Ord Nov 29
 SMITH, THOMAS, Peterborough, Fishmonger Peterborough Pet Nov 28 Ord Nov 28
 SPARKES, JOSEPH, Redding, Glam, Grocer Merthyr Tydfil Pet Nov 27 Ord Nov 27
 SPENCER, HAROLD, Leeds, Plumber Leeds Pet Nov 7 Ord Nov 29
 SWATKIN, THOMAS ALBERT, Bilston, Staffs, Horse Dealer Wolverhampton Pet Nov 28 Ord Nov 29
 VICKERS, THOMAS, Carlton, Notts, Joiner Nottingham Pet Nov 28 Ord Nov 28
 WILLARD, RICHARD, and THOMAS WILLIAM COOPER, Hove, Tailors Brighton Pet Nov 11 Ord Nov 29

NOTICE OF DAY APPOINTED FOR PROCEEDING WITH PUBLIC EXAMINATION ADJOURNED SINE DIE.
 ANDROS, ROBERT, St Ermin's mans, Westminster High Court Date fixed for proceeding Dec 13

London Gazette.—TUESDAY, Dec. 5.
RECEIVING ORDERS.
 ARMSWORTH, GEORGE JAMES, New st, Covent garden, Carmar High Court Pet Dec 2 Ord Dec 2
 BARNER, PHILIP, Llanelly, Boot Manufacturer Carmarthen Pet Dec 1 Ord Dec 1
 BOND, DANIEL, Harwood, nr Bolton Bolton Pet Dec 1 Ord Dec 1
 BOND, MARY, Leicester, School Proprietress Leicester Pet Dec 1 Ord Dec 1
 BRAHAM, FRANK, and HERBERT BRAHAM, Rivington st, Shoreditch, Wholesale Stationers High Court Pet Nov 30 Ord Nov 30
 BUTLER, ARTHUR SHARPLES, Blackpool, Journeyman Joiner Preston Pet Nov 30 Ord Nov 30
 CAVE, THOMAS, and FREDERICK WILLIAM BROWN, Bourne, Lincoln, Builders Peterborough Pet Dec 1 Ord Dec 1
 COLE, W B, Bishopgate st, Stock Dealer High Court Pet Oct 31 Ord Dec 1
 COLLIP, ERNEST WILLIAM, Finchley, Fishmonger Barnet Pet Dec 1 Ord Dec 1
 DARKINELL, WALTER JAMES, Montacute, Somerset, Dairyman Yeovil Pet Nov 30 Ord Nov 30
 DAVIES, THOMAS, Llangrann, Carmarthen, Farm Labourer Carmarthen Pet Dec 1 Ord Dec 1
 DE SOUZA, DIAGO FRANCIS, Bournemouth, Male Nurse Poole Pet Nov 30 Ord Nov 30
 EASTLAND, FREDERICK WILLIAM, Wisbech, Cambridge, Commission Agent King's Lynn Pet Nov 17 Ord Nov 30
 KELLION, DAVID, Gomeral, York, Butcher Dewsbury Pet Dec 2 Ord Dec 2
 EVANS, THOMAS, Odoxton, nr Cardiff, Blacksmith Cardiff Pet Nov 7 Ord Dec 1
 GARDNER, WILLIAM BRINUS, Whitby, York, Saddler Stockton on Tees Pet Nov 29 Ord Nov 29
 GARDNER, ARTHUR JOHN, Nottingham Nottingham Pet Dec 1 Ord Dec 1
 GILLIATT, HARRY, and GEORGE HENRY BARNES, Bournemouth, Fruit Merchants Poole Pet Nov 30 Ord Nov 30
 HARDMAN, WILLIAM GEORGE, Bisham, nr Blackpool, Journeyman Joiner Preston Pet Nov 30 Ord Nov 30
 HART, JOSEPH, Kenish Town rd, Furniture Dealer High Court Pet Oct 23 Ord Dec 1
 HENSHALL, THOMAS, Stockport, Cheshire, Pig Dealer Stockport Pet Dec 1 Ord Dec 1
 HILL, HENRY, Gainsbury, Cambridge, Market Gardener Bedford Pet Nov 29 Ord Dec 2
 HINCHCLIFFE, FRANK, Penistone, Yorks, Goods Guard Barnsley Pet Nov 24 Ord Dec 1
 HINCHCLIFFE, GEORGE, Penistone, Yorks, Booking Clerk Barnsley Pet Nov 24 Ord Dec 1
 KARBUT, FRANK, Cannon st High Court Pet July 17 Ord Nov 29
 KIRBY, FRANK EDWARD, Ipswich, Commission Agent Ipswich Pet Nov 29 Ord Nov 29
 KIRBY, GEORGE, Loughborough, Baker Leicester Pet Oct 13 Ord Dec 1
 LISTER, CLEMENT, Bolton, Frame Manufacturer Bolton Pet Dec 2 Ord Dec 2

GODDARD, W, Herne Hill, Builder High Court Pet Nov 16 Ord Dec 1
 HARDMAN, WILLIAM GEORGE, Bisham, nr Blackpool, Journeyman Joiner Preston Pet Nov 30 Ord Nov 30
 HARE, WILLIAM, Chalfont St Giles, Bucks, Farmer Aylesbury Pet Dec 1 Ord Dec 1
 HARRIS, FRANKFORT, & Co, Dalston, Cigar Importers High Court Pet Nov 11 Ord Dec 1
 HENSHALL, THOMAS, Stockport, Cheshire, Pig Dealer Stockport Pet Dec 1 Ord Dec 1
 HEYS, W R, F A HEYS, and HAROLD FILLING NUTTALL, Wendleside, Middlesex, Manufacturers of Toilet Requisites St Albans Pet Nov 11 Ord Nov 30
 HUGHES & Co, H, Royal Exchange, Stock Brokers High Court Pet Oct 4 Ord Dec 1
 KING, FRANK EDWARD, Ipswich, Commission Agent Ipswich Pet Nov 29 Ord Nov 29
 LISTER, CLEMENT, Bolton, Frame Manufacturer Bolton Pet Dec 2 Ord Dec 2
 LUFF, SAMUEL, Portsmouth, Hants, Baker Portsmouth Pet Nov 30 Ord Nov 30
 MCCLAREN, THOMAS, Gorton, Cambs, Farmer Cambridge Pet Nov 30 Ord Nov 30
 MACWILLIE, JOHN, Rock Ferry, Cheshire, Meat Salesman Birkenhead Pet Nov 30 Ord Dec 1
 MUGGER, MICHAEL, Barrow in Furness, Labourer Barrow in Furness Pet Dec 1 Ord Dec 1
 PEARCE, FRIEDA JOANNA BERTHA, Clifton, Bristol, Ladies' Outfitter Bristol Pet Dec 1 Ord Dec 1
 PIATT, JAMES, Silverdale, Staffs, Licensed Victualler Hanley Pet Dec 1 Ord Dec 1
 READY, ROBERT, Stratford, Clothier High Court Pet Nov 30 Ord Nov 30
 SARGENT, H, Forest Gate, Builder High Court Pet Oct 2 Ord Dec 2
 STOKES, ARTHUR JOHN HORATIO, Wolverhampton, Lamp Merchant Wolverhampton Pet Dec 2 Ord Dec 2
 TAY, GEORGE, Birmingham, Coal Merchant Birmingham Pet Nov 9 Ord Nov 30
 THORNTON, MATTHEW, Burnley, Plasterer Burnley Pet Dec 1 Ord Dec 1
 TOON, JOHN ROBERT, and THOMAS TOON, Leighton, Huntingdon, Farmers Peterborough Pet Nov 9 Ord Nov 30
 TOWSEND, RICHARD, Sheffield, Engineer Sheffield Pet Dec 2 Ord Dec 2
 WATTS, WILLIAM JAMES, Finsbury pmt, Builder High Court Pet Nov 2 Ord Nov 30
 WOODWARD, FRANK, Baywater, General Engineer High Court Pet Dec 2 Ord Dec 2
 YOUNGER, ADAM, and ROBERT YOUNGER, Barrow in Furness, Drapers Barrow in Furness Pet Dec 2 Ord Dec 2

RECEIVING ORDERS RESCINDED.
 SWINERTON, GEORGE, Aintree, Liverpool, Builder Liverpool Rec Oct 18 Rec Dec 1

FIRST MEETINGS.
 BENNETT, ARTHUR, Thorpe Healey, nr Rotherham, Grocer Dec 13 at 1 Off Rec, Figtree in, Sheffield
 BLAKEMORE, AUGUSTINE JOHN, Derby, Greengrocer Dec 14 at 11.30 Off Rec, 47, Full st, Derby
 BOND, DANIEL, Harwood, nr Bolton, Lancs Dec 15 at 3 19, Exchange st, Bolton
 BRAHAM, FRANK, and HERBERT BRAHAM, Rivington st, Shoreditch, Wholesale Stationers Dec 15 at 12 Bankruptcy bldg, Carey st
 BROOKS, JAMES, and ARTHUR ELLIS BROOKS, Sheffield, Steel Manufacturers Dec 13 at 11.30 Off Rec, Figtree in, Sheffield
 BROOKS, SAMUEL, Levenshulme, Manchester, Grocer Dec 13 at 2.30 Off Rec, Byrom st, Manchester
 CALLOW, HARVEY, Clown, Derby Dec 13 at 12 Off Rec, Figtree in, Sheffield
 GARNER, SAMUEL, Kingston upon Hull, Hatter Dec 3 at 12 Off Rec, Trinity House in, Hull
 CATLIN, WILLIAM LINDLEY, Matlock Bank, Water Baliff Dec 14 at 11 Off Rec, 47, Full st, Derby
 COBB, W B, Bishopgate st, Stock Dealer Dec 15 at 1 Bankruptcy bldg, Carey st
 COKER, FREDERICK, Portsmouth, Draper Dec 14 at 3 Cambridge junc, High st, Portsmouth
 COLLINGS, JAMES THOMAS, Birmingham, Draper Dec 19 at 11 191, Corporation st, Birmingham
 COOPER, CHARLES HENRY, jun, Chestnut Hill, Manchester, Furniture Dealer's Manager Dec 13 at 3.30 Off Rec, Byrom st, Manchester
 COPLAND, MICHAEL, Canterbury, Tailor Dec 14 at 12 Off Rec, 68, Castle st, Canterbury
 COWLING, GEORGE, Chidswell, nr Dewsbury, Boiler Maker Dec 13 at 10.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury
 DAVISON, SAUL, Barrow in Furness, Fine Art Dealer Dec 13 at 11.15 Off Rec, 16, Cornwallis st, Barrow in Furness
 DEAY, PEARSON HENRY, Hythe, Kent, Licensed Victualler Dec 14 at 12.30 Off Rec, 68, Castle st, Canterbury
 EARDLEY, ERNEST JUSTICE STANBURY, Birmingham, Solicitor Dec 13 at 11 191, Corporation st, Birmingham
 EARLE, EDWARD, Rotherham, York, Fishmonger Dec 13 at 12.30 Off Rec, Figtree in, Sheffield
 ELLISON, DAVID, Gomeral, York, Butcher Dec 13 at 12 Off Rec, Bank chmbrs, Corporation st, Dewsbury
 FLETCHER, LIONEL JOHN WILLIAM, Maidstone, Landed Proprietor Dec 13 at 11 9, King st, Maidstone
 GARDINER, WILLIAM BRINUS, Whitby, York, Saddler Dec 20 at 3 Off Rec, St. Albert rd, Middlebrough
 GOATHAN, FRANK, Gloucester, Market Gardener Dec 16 at 12 Off Rec, Station rd, Gloucester
 GOTTERT, ERNEST LEBERCHT, Margate, Hotel Proprietor Dec 15 at 10.30 33, High st, Margate
 HACKETT, AGNES, Lichfield, Stafford Dec 14 at 12 Off Rec, Wolverhampton
 HAROREAVES, JOHN WILLIAM, Leeds, Butcher Dec 13 at 11.30 Off Rec, 22, Park row, Leeds
 HARRISON, HENRY, Barnsley, Cabinet Maker Dec 15 at 11 Off Rec, 7, Regent st, Barnsley
 HARRISON, WILLIAM ABRAHAM, Kingston upon Hull, Cycle Agent Dec 15 at 11.30 Off Rec, Trinity House in, Hull
 HICKLEY, ARTHUR JOSHUA, Bristol, Commercial Clerk Dec 20 at 11.30 Off Rec, 36, Baldwin st, Bristol

HINCHCLIFFE, FRANK, Penistone, Yorks, Goods Guard Dec 15 at 10.30 Off Rec, 7, Regent st, Barnsley
 HINCHCLIFFE, GEORGE, Penistone, Yorks, Booking Clerk Dec 15 at 10.15 Off Rec, 7, Regent st, Barnsley
 JACKSON, ARTHUR, Walthamstow, Builder Dec 13 at 11 Bankruptcy bldg, Carey st
 JIGGINS, HENRY CHARLES, Tulse hill, Meat Salesman Dec 13 at 12 Bankruptcy bldg, Carey st
 KING, FRANK EDWARD, Ipswich, Commission Agent Dec 15 at 2 Off Rec, 36, Finses st, Ipswich
 LEATHER, WILLIAM GEORGE, Sheffield, Electrical Engineer Dec 13 at 1.30 Off Rec, Figtree in, Sheffield
 LEVY, MARK, Shepherd's Bush Dec 13 at 2.30 Bankruptcy bldg, Carey st
 LUFF, SAMUEL, Portsmouth, Baker Dec 14 at 5 Cambridge junc, High st, Portsmouth
 LUKEMAN, CHARLES, King's Heath, Blacksmith Dec 18 at 11 191, Corporation st, Birmingham
 MISTER, CHARLES PRAIR, Southsea, Grocer Dec 15 at 4 Cambridge junc, High st, Portsmouth
 MULLIVY, ARTHUR GEORGE, Woolpit, Suffolk, Cattle Dealer Dec 22 at 11.30 Angel Hotel, Bury St Edmunds
 NAYLOR, JOHN, Heckmondwike, Tripe Dresser Dec 13 at 11.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury
 NEEDHAM, ARTHUR, Gt Grimsby, Labourer Dec 13 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby
 NOBLE, JESSE, Staplehurst, Kent, Farmer Dec 13 at 12 9, King st, Maidstone
 PATERSON, JAMES, Birmingham Dec 13 at 12 191, Corporation st, Birmingham
 PEARCE, FRIEDA JOANNA BERTHA, Clifton, Bristol, Ladies' Outfitter Dec 20 at 11.45 Off Rec, 26, Baldwin st, Bristol
 PHILLIPS, CHARLES FRESHNEY, Gt Grimsby, Labourer Dec 13 at 11.30 Off Rec, St Mary's chmbrs, Gt Grimsby
 REAY, ROBERT, Stratford, Clothier Dec 14 at 11 Bankruptcy bldg, Carey st
 REES, BENJAMIN, Maccyswimmer, Mon, Innkeeper Dec 13 at 11 Off Rec, Westgate chmbrs, Newport, Mon
 RIBBY, PETER, Warrington, Builder Dec 13 at 3 Off Rec, Byrom st, Manchester
 SANDERS, GEORGE EDWARD, Biddulph, Staffs, Jeweller Dec 15 at 11.45 Off Rec, 23, King Edward st, Macclesfield
 SMITH, GEORGE LLEWELLYN, Newport, Mon, Painter Dec 13 at 12 Off Rec, Westgate chmbrs, Newport, Mon
 SMITH, JOE, Keighley, Yorks, Stone Merchant Dec 13 at 3 Off Rec, 29, Tyndal st, Bradford
 STONEHOUSE, HENRY, Kingston upon Hull, Grocer's Outfitter Dec 13 at 11 Off Rec, Trinity House in, Hull
 STONES, THOMAS, Scarisbrick, nr Ormskirk, Outfitter Dec 13 at 2.30 Off Rec, 33, Victoria st, Liverpool
 TATE, JAMES CHARLES, Swinton, York, General Dealer Dec 13 at 11 Off Rec, Figtree in, Sheffield
 SWINN, WALLACE WALTER, Glenford, Suffolk, Carpenter Dec 22 at 2 Angel Hotel, Bury St Edmunds
 WATTS, WILLIAM JAMES, Finsbury pavement, Builder Dec 13 at 11 Bankruptcy bldg, Carey st
 WHITE, JAMES STEPHEN, Horne Bay, Licensed Victualler Dec 15 at 2.30 Royal Hotel, Horne Bay
 WILKINSON, WILLIAM THOMSON, Lewisham, Kent, Photographic Expert Dec 14 at 11.30 24, Railway app, London Bridge

ADJUDICATIONS.

ARMSWORTH, GEORGE JAMES, New st, Covent Garden, Carmar High Court Pet Dec 2 Ord Dec 2
 BARNER, PHILIP, Llanelly, Boot Manufacturer Carmarthen Pet Oct 24 Ord Nov 29
 BEYNON, PHILIP, Llanelly, Glam, Boot Manufacturer Carmarthen Pet Dec 1 Ord Dec 1
 BOND, DANIEL, Harwood, nr Bolton Bolton Pet Dec 1 Ord Dec 1
 BOND, MARY, Leicester, School Proprietress Leicester Pet Dec 1 Ord Dec 1
 BULLS, ELIZABETH, Cookham, Berks, Hotel Proprietress Windsor Pet Nov 23 Ord Nov 30
 BUTLER, ARTHUR SHARPLES, Blackpool, Journeyman Joiner Preston Pet Nov 30 Ord Nov 30
 CAVE, THOMAS, and FREDERICK WILLIAM BROWN, Bourne, Lincoln, Builders Peterborough Pet Dec 1 Ord Dec 1
 CHAPMAN, GEORGE, Bristol, Oil Dealer Bristol Pet Nov 7 Ord Dec 1
 CHATWIN, EDWARD ERNEST, Balsall Heath, Worcester, Builder Birmingham Pet Oct 23 Ord Nov 30
 COLLIP, ERNEST WILLIAM, Church End, Finchley, Fishmonger Barnet Pet Dec 1 Ord Dec 1
 DARKINELL, WALTER JAMES, Montacute, Somerset, Dairyman Yeovil Pet Nov 30 Ord Nov 30
 DAVIES, THOMAS, Llangrann, Carmarthen, Farm Labourer Carmarthen Pet Dec 1 Ord Dec 1
 DE SOUZA, DIAGO FRANCIS, Bournemouth, Male Nurse Poole Pet Nov 30 Ord Nov 30
 ELISON, DAVID, Gomeral, York, Butcher Dewsbury Pet Dec 2 Ord Dec 2
 GARDINER, WILLIAM BRINUS, Whitby, York, Saddler Stockton on Tees Pet Nov 29 Ord Nov 29
 GARDNER, ARTHUR JOHN, Nottingham Nottingham Pet Dec 1 Ord Nov 1
 GILLIATT, HARRY, and GEORGE HENRY BARNES, Bournemouth, Fruit Merchants Poole Pet Nov 30 Ord Nov 30
 HARDMAN, WILLIAM GEORGE, Bisham, nr Blackpool, Journeyman Joiner Preston Pet Nov 30 Ord Nov 30
 HART, JOSEPH, Kenish Town rd, Furniture Dealer High Court Pet Oct 23 Ord Dec 1
 HENSHALL, THOMAS, Stockport, Cheshire, Pig Dealer Stockport Pet Dec 1 Ord Dec 1
 HILL, HENRY, Gainsbury, Cambridge, Market Gardener Bedford Pet Nov 29 Ord Dec 2
 HINCHCLIFFE, FRANK, Penistone, Yorks, Goods Guard Barnsley Pet Nov 24 Ord Dec 1
 HINCHCLIFFE, GEORGE, Penistone, Yorks, Booking Clerk Barnsley Pet Nov 24 Ord Dec 1
 KARBUT, FRANK, Cannon st High Court Pet July 17 Ord Nov 29
 KIRBY, FRANK EDWARD, Ipswich, Commission Agent Ipswich Pet Nov 29 Ord Nov 29
 KIRBY, GEORGE, Loughborough, Baker Leicester Pet Oct 13 Ord Dec 1
 LISTER, CLEMENT, Bolton, Frame Manufacturer Bolton Pet Dec 2 Ord Dec 2

LUFF, SAMUEL, Portsmouth, Baker Portsmouth Pet Nov 30 Ord Nov 30
 McLAREN, THOMAS, Breckles, Norfolk, Farmer Cambridge Pet Nov 30 Ord Nov 30
 MITCHELL, ALFRED, North End, Hampstead High Court Pet Oct 6 Ord Nov 29
 MUGGERW, MICHAEL, Barrow in Furness, Labourer Barrow in Furness Pet Dec 1 Ord Dec 1
 NORRIS, JESSIE, Staplehurst, Kent, Farmer Maidstone Pet Nov 14 Ord Dec 1
 NYMAN, NATHAN, Commercial rd, Trimming Seller High Court Pet Oct 31 Ord Dec 2
 PADERSTON, HENRY EDWARD, Tunbridge Wells, Licensed Victualler Tunbridge Wells Pet Oct 28 Ord Dec 1
 PARKER, ROBERT WILLIAM, Southend, Essex, Solicitor High Court Pet Oct 2 Ord Dec 1
 PLASTOW, CATHERINE ALFIE, Chester, Fancy Dealer Chester Pet Oct 25 Ord Dec 1
 PLATT, JAMES, Silverdale, Stafford, Licensed Victualler Hanley Pet Dec 1 Ord Dec 1
 PRICE, CHARLES BENJAMIN, Paddington, Cabinet Maker High Court Pet Sept 16 Ord Nov 29
 READY, ROBERT, Stratford, Clothier High Court Pet Nov 30 Ord Nov 30
 SPENCER, CHARLES ALFRED, and JOHN ARMSTRONG, Sunderland, Furniture Dealers Sunderland Pet Sept 25 Ord Dec 1
 STOKES, ARTHUR JOHN HORATIO, Wolverhampton, Lamp Merchant Wolverhampton Pet Dec 2 Ord Dec 2
 THORBURN, MATTHEW, Burnley, Plasterer Burnley Pet Dec 1 Ord Dec 1
 TOWNSEND, RICHARD, Sheffield, Engineer Sheffield Pet Dec 2 Ord Dec 2
 WHEELER, FRANK EDWARD, Prilwell, Carnarvon, Wine Merchant Portmadoc Pet Oct 18 Ord Dec 1
 YOUNG, ADAM, and ROBIN A YOUNGER, Barrow in Furness Drapers Barrow in Furness Pet Dec 2 Ord Dec 2

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